The Solicitors' Journal
and Weekly Reporter
(*ESTABLISHED IN* 1857.)
LONDON DECEMBER 9, 1916.
ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Defence of the Realm Orders.

WE PRINT this week a number of new War Orders. The most important are the new Defence of the Realm Regulations which enable the Board of Agriculture to take possession of and arrange for the cultivation of unoccupied land. Only experience can shew whether this will prove a practicable mode of increasing the food supply. Certainly, in the neighbourhood of large towns there are extensive tracts of land left unoccupied because they are awaiting building development. Local energy is required to turn these to account, and we rather imagine that the necessary labour has been diverted to other purposes. The new regulations with respect to meals in restaurants and other public places are naturally framed for the luxurious rather than for the ordinary world, upon whom the burden of the war has fallen. They are doubtless not welcome to caterers, but they still allow for very ample provisioning. But we are doubtful as to the expediency of the threatened regulations for interfering with domestic management. The Government policy seems to be to allow unlimited eating on five days of the week and to have fasting on two. Obviously it is equally economical and far more healthy to eat moderately on each day. Even Defence of the Realm Regulations may fail if they are arbitrary and unpractical.

"Officers and Men of H.M. Forces."

THE DECISION of EVE, J., in *Fudge* v. *D'Ardenne* (*Times*, 7th inst.) appears to settle a question which was recently the subject of correspondence in our columns. In a letter of 7th July (60 SOLICITORS' JOURNAL, p. 638) a correspondent inquired whether the expression "Officers and men of His Majesty's Forces," in the Courts (Emergency Powers) (Amendment) Act, 1916, included an attested man who had been totally or temporarily exempted from military service. As to total exemption we suggested that this put a man outside the forces altogether, and as to temporary exemption we ventured the opinion that a man was not a member of the forces during the period of actual exemption from service. Subsequently

(60 SOLICITORS' JOURNAL, p. 748) correspondents informed us that a contrary view was being taken by certain officials at the Law Courts, and that the Act was treated as applying to temporarily exempted men. In the recent case before EVE, J., the Emergency Acts were set up in foreclosure proceedings on behalf of a member of the London Volunteer Regiment who had attested in October, 1916, but had not been called up. In these matters we do not care to be too confident, but in principle the position of an attested man who has not been called up seems to be the same as that of a conscript who has obtained temporary exemption. Neither is actually serving in the forces and neither is subject to military law. The latter point the learned Judge appears to have regarded as decisive, and he found support for it in section 17 of the Volunteer Act, 1863, under which a volunteer is to be deemed to be on actual military service from the time of his corps being called out. But while this is analogous, the fact that the defendant was a member of a volunteer regiment does not seem to have affected the result. He had not been in fact called up for military service, and any man who is liable for military service and is for the time being exempted appears to be in the same position. Hence he is not entitled to the special privileges of the Courts (Emergency Powers) Act, 1914, as extended by the first amending Act of this year.

The Effect of Breaches of the Money-Lenders Act, 1900.

THE CASE of *Finegold* v. *Cornelius* (reported elsewhere; 1916, 2 K. B. 719) is important as a judicial statement of the effect of the House of Lords decision in *Whiteman* v. *Sadler* (54 SOLICITORS' JOURNAL, 718; 1910, A. C. 514). The point relates to the consequences of a breach of the various provisions in section 2 of the Money-Lenders Act, 1900. Paragraph (*a*) requires a money-lender to register his name and address; paragraph (*b*) forbids him to carry on business save in his registered name and at his registered address; and paragraph (*c*) provides that he shall not enter into agreements for the advance and repayment of money, or take any security, otherwise than in his registered name. Previously to the decision of the House of Lords in *Whiteman* v. *Sadler* (*supra*), it appears to have been considered that a breach of any of these provisions constituted such a violation of the Act as to invalidate the whole transaction and prevent the money-lender from maintaining a civil action in respect of it: see the judgment of FARWELL, L.J., in *Sadler* v. *Whiteman* (1910, 1 K. B. p. 891): "If and so far as any money-lending is done in breach of these sub-sections, such money-lending is forbidden by the Act and made criminal, and can therefore form no ground for a civil action by the money-lender." But in the House of Lords Lord DUNEDIN took a distinction between a breach of paragraphs (*a*) and (*b*) and a breach of paragraph (*c*). The first two paragraphs impose on the money-lender certain prohibitions, but they do not deal directly with his security. That is reserved for paragraph (*c*), and accordingly he considered that it was only a breach of this paragraph which avoided the contract altogether. "It seems to me that express enactment shuts the door to further implication. *Expressio unius est exclusio alterius.*" The only other judgment delivered was by Lord MACNAGHTEN, and this does not seem to deal clearly with the point. In the present case of *Finegold* v. *Cornelius*, the money-lender had committed a breach of paragraph (*b*), but not of paragraph (*c*). The Court of Appeal (SWINFEN EADY and BANKES, L.JJ., PHILLIMORE L.J., dissenting) held that *Whiteman* v. *Sadler* must be taken to govern the case, and that the money-lender's security was not made void.

Stamp on Transfer of Trust Mortgages.

A LEARNED CORRESPONDENT sends us the following:—With respect to the note on this subject in last week's number, it is respectfully submitted that section 13 of the Conveyancing Act, 1911, does not remove the difficulty encountered in advising a purchaser or mortgagee on title, when one of the title deeds is a transfer of a mortgage for more than £2,000, drawn in the form usual on the transfer of trust mortgages where it is desired not to disclose the trust, and bearing a 10s. stamp not adjudicated. That enactment simply provides that where, on the transfer of a mortgage, the stamp duty, if payable according to the amount of the debt transferred, would exceed the sum of ten shillings, a purchaser shall not, by reason only of the transfer bearing a 10s. stamp, whether adjudicated or not, *be deemed to have or to have had notice of any trust, or that the transfer was made for effectuating the appointment of a new trustee.* The Act does provide that a transfer so stamped shall be deemed to be sufficiently stamped. Such a transfer of a mortgage for more than £2,000 is on the face of the deed insufficiently stamped; for there is nothing to shew that it was made for effectuating the appointment of a new trustee. On the contrary, the statements made in the deed are such as the Courts consider to give no notice that the transaction was not between persons beneficially entitled. It is submitted that in such circumstances the proper course for the conveyancer advising on the title is to make a requisition that the vendor or mortgagor shall procure the stamp to be adjudicated, or the deed to be stamped with the proper *ad valorem* duty; and it is conceived that a vendor would be bound to comply with this requisition. If this requisition is omitted, the purchaser or mortgagee is left exposed to a similar requisition on the part of any subsequent purchaser or mortgagee from himself; and then he may not be in a position to supply to the Inland Revenue the information necessary for procuring the stamp to be adjudicated as on a deed for effectuating the appointment of a new trustee. It is believed that on such adjudication the Office would require the deed of appointment of the new trustee to be produced; see Alpe on Stamp Duties, 13th ed., pp. 31, 32.

Civil and Criminal Proof.

A MOST REMARKABLE point was decided incidentally by LUSH, J., in the course of *Hurst* v. *Evans* (*Times*, 5th inst.). Under a Lloyd's policy a jeweller was insured against loss except when occasioned by theft or dishonesty on the part of his servants. Certain jewellery disappeared in circumstances which pointed partly to a burglary, and partly to connivance in that burglary by one of the shopkeeper's servants. The underwriters refused to pay, and offered evidence that the servant in question was partly responsible for the loss. They brought forward testimony to shew that he associated with bad characters outside office hours, had obtained the keys of the premises on the date of the loss without any business justification for his doing so, and had otherwise behaved in a suspicious way. Now, in a criminal case, if the servant had been charged with the burglary or conniving at it, the evidence of his character and antecedents would have been inadmissible. But Mr. Justice LUSH refused to exclude them in a civil trial, since they were relevant to the question of how the loss was caused. Again, he held that, for the purposes of a civil action, he could legitimately draw an inference that the loss was at least partially due to the connivance of the servant in the burglary, although admittedly in a criminal trial no conviction for such an offence could have been obtained on the only evidence there admissible. The exception is not contingent on prosecution of the alleged dishonest servant to conviction.

Animals on Highways.

AT FIRST sight it is not very easy to reconcile the recently decided case of *Turner* v. *Coates* (*Times*, 24th ult.) with the well-known case of *Hadwell* v. *Righton* (1907, 2 K. B. 345). In that leading case a cyclist met with an accident through some fowls flying into the spokes of his wheels. The fowls belonged to a farm which adjoined the highway on either side, they were straying on the road, and flew into the machine through their fear of a dog who ran at them. It was held that the occupier of farming premises has a right to let his fowls stray on a road which they must cross in order to get from one part of the farm to another, so that he was not liable in nuisance for placing an obstruction on the highway which caused to the

cyclist special damage. Neither were the fowls, in the absence of *scienter*, dangerous animals which he must keep at his peril. Nor was there any negligence in letting them stray unattended. So much for *Hadwell* v. *Righton*, which is generally accepted as good law, and has been quoted with approval in many subsequent decisions. But now let us look at the facts in *Turner* v. *Coates*. Here a nurse was cycling along a highway. A farmer was transferring an unbroken colt, aged eighteen months, from one farm to another connected with each other by the road used by the cyclist. He was bringing the colt and a mare along the road, a boy leading them and himself following. The bicycle lamp startled the colt, which dashed across the road and knocked over the cyclist. A Divisional Court, upholding a county court judge, have held that the farmer was liable. But the cases really seem on all fours. Indeed, one is tempted to call *Turner* v. *Coates* an *à fortiori* case, for in *Hadwell* v. *Righton* the cyclist had no responsibility for the peccant dog who frightened the fowls, while here it was the cyclist's own lamp that did the mischief. And in *Turner* v. *Coates* the farmer with a boy was in charge of the colt, whereas in the older case the fowl was unattended. But the Court ingeniously distinguished the cases to the disadvantage of the defendant. For a fowl, they held, is not an animal one can expect to do damage to riders. Whereas an unbroken colt, even when no *scienter* is proved, is likely to be dangerous on a highway, and sufficient care of it must be taken to prevent its running away and doing damage. Certainly the result seems to encourage fine distinctions.

Agency and Temporary Internment.

In *Nordman* v. *Rayner* (*Times*, 1st inst.) McCardie, J., has applied to the special case of agency contracts some now fairly well established rules of alien-enemy law. A shipping agent, born in Alsace-Lorraine after the German conquest, and therefore technically a German subject, but long resident in England, registered himself as an alien enemy. He was interned for a few weeks in September, 1914, but soon released on offering proof of his anti-German sentiments. His principals then attempted to repudiate their contract of agency with him. An attempt to shew that he was an alien enemy, and that therefore on outbreak of war the executory contract with him was either suspended or dissolved, failed hopelessly. For an enemy subject residing under British protection is not an alien enemy for purposes of civil law, and his contracts are protected; moreover, internment does not operate as a withdrawal of protection (*Schaffenius* v. *Goldberg*, 60 Solicitors' Journal, 105; 1916, 1 K. B. 302). Then it was suggested that the plaintiff had become incapable of acting as agent on his internment, so that the contract would be dissolved by impossibility of performance. But the test is always whether the unanticipated event relied on as terminating the contract frustrates its purpose or not (*Tamplin* v. *Anglo-Mexican Co.*, 1916, 2 A. C., at p. 404); and in the case of a business contract of a continuing nature, such as agency or partnership, there must be a really serious interruption before the purpose of the contract can be said to be frustrated altogether (*Millar & Co.* v. *Taylor & Co.*, 60 Solicitors' Journal, 140; 1916, 1 K. B. 402). Internment for one month has not such an effect any more than an illness of the same duration (*Storey* v. *Fulham Waterworks*, 24 T. L. R. 90), and so McCardie, J., refused to treat the agency as terminated by the alien's temporary detention. The result is that the principals had unlawfully repudiated the contract, and the agent was entitled to damages for the loss occasioned by their refusal to let him earn his commission.

Double Taxation.

We called attention recently (60 Solicitors' Journal, p. 719) to the effect the high rate of income tax was having in driving out of the country foreign businesses which have hitherto had their headquarters here. Another aspect of the same question is the liability to double income tax which is the subject of current comment in the Press; but something was done to mitigate this burden by section 43 of the Finance Act, 1916, which gives relief where a person who has paid in the United Kingdom income tax at a rate exceeding 3s. 6d. has also paid Colonial income tax on the same income. The double fiscal burden may arise also in respect of taxes payable on death where the deceased was domiciled in one country and held property in another country, though, as far as British Possessions are concerned, this appears to be met by section 20 of the Finance Act, 1894, which in certain cases allows the Colonial duty to be deducted from the duty payable here. We gather, however, from articles by Mr. J. F. McCloy, of the New York Bar—one of them being "The Inheritance Tax, Double and Multiple"—of which we have received copies, that the question is still more pressing in the United States. It appears to be the practice of some States to levy all they can on the property which happens to be within their borders of persons who are resident and die elsewhere. Mr. McCloy points out that it is only necessary for all States to adopt the same policy for the citizens of all to suffer in common. And, indeed, it is not a question of a double inheritance tax merely, but of a multiple tax. For the holder of bonds in a corporation may be legally subjected to three taxes: one in the State of domicile, another in the State where the bonds are physically located, and yet another in the State where the corporation by which the bonds are issued is incorporated. And even this does not exhaust the matter, for if the corporation is incorporated in several States, each can claim a share of the plunder. "This claim for a multiple tax was made by the officers of the State of Minnesota in a recent case, and while the Court refused to commit that State to such an iniquitous policy, at the same time there was no denial of the *power* of the State to impose and collect such a tax." The result would seem to be, not only that an inheritance may be taxed so as to exhaust it, but that the multiple taxes may reduce it to a negative quantity and leave the heirs with something to pay—*damnosa hereditas* indeed. In *Kidd* v. *Alabama* (188 U.S. 730) the U.S. Supreme Court urged the advantage of uniform State laws in this respect, and that is, we gather, the reform which is now advocated. It looks as though, with all our burdens, we still fall short of the system of taxation which obtains across the water.

Spring Guns and Mantraps.

The writer of an article in *The Estates Gazette* reminds us that within living memory boards were posted up on the margin of premises with a notice that spring guns and mantraps were placed on the land, and he refers to specimens of these mantraps in the museums of Hull, Colchester, Dorchester, and in the Guildhall of the City of London. The use of these deadly instruments is denounced by the Reverend Sydney Smith in his essay on "Spring Guns and Mantraps," who asks the question, "Is it lawful to put to death by a spring gun or any other machine an unqualified person trespassing on your woods or fields in pursuit of game, or who has received due notice of your intention and of the risk to which he is exposed?" "Suppose," says the Canon of St. Paul's, "any gentleman was to give notice that all other persons must abstain from his manors; that he himself and his servants paraded the woods and fields with loaded pistols and blunderbusses, and would shoot anybody who fired at a partridge; and suppose he were to keep his word and shoot through the head some such trespasser who defied this bravado and was determined to have his sport. Is there any doubt that he would be guilty of murder?" But the Legislature for some years paid no attention to this reasoning. It was at length enacted by section 31 of the Offences Against the Person Act, 1861, "that whoever shall set or place . . . any spring gun, mantrap or other engine calculated to destroy human life or inflict grievous bodily harm, with the intent that the same or whereby the same may destroy or inflict grievous bodily harm, upon a trespasser or other person coming in contact therewith shall be guilty of a misdemeanor." Public opinion has so far acquiesced in the justice of this legislation that it is now difficult for most persons to understand why it was so long delayed.

Government by Committee.

THE KING'S Government must be carried on. This is the famous reason which the Duke of WELLINGTON gave when he lent his support to Sir ROBERT PEEL in 1845, although his own opinions coincided with those of the Protectionists who followed BENTINCK and DISRAELI into the Opposition lobbies. The same feeling is shared by all patriotic men to-day. But it is clear that old ways of carrying on the King's Government, tested by two centuries and a half of constitutional monarchy, have no longer the magic prestige in the popular eye which tradition and authority have combined in days of peace to confer upon them. A generation of electors, politicians and critics is growing up who know not "Dicey." The theories of that famous treatise on the British Constitution are beginning to be discarded, for good or for evil, as unsuited to these dark days of national peril and gloom.

Now, of all the marks by which our Constitution is distinguished from those of less favoured lands, the one which hitherto certainly has found most favour in the eyes of commentators—such as Professor DICEY, WALTER BAGEHOT and Lord COURTNEY—is the principle that the British Constitution is full of "Conventions" which have the moral effect of law without its crude sanctions. And of all these conventions the most famous is that a body unrecognized by the law and known as the Cabinet meets together to direct all the destinies of the nation. Except in times of coalition, the members of this council all belong to one political party, that which for the moment commands the confidence of a majority in the House of Commons. All are sworn in as Privy Councillors, the Cabinet is but a secret committee of the Privy Council, and it is in this capacity that Cabinet Ministers meet and decide on the affairs of the Empire. They are selected and presided over by one of their number, the Prime Minister, who must by inveterate convention be a leader of, and acceptable to, the dominant party of the day either in the Lords or the Commons. Until the late King EDWARD ten years ago conferred on Sir HENRY CAMPBELL-BANNERMAN special precedence as "Premier," the very existence of such a Prime Minister, *primus inter pares*, was likewise unknown to the law.

But now this most sacred of conventions seems to be threatened, at least for the duration of the war. Indeed, in one great realm of affairs, foreign policy, it has gone on for at least eight years. For, ever since Mr. ASQUITH became Premier, it is understood, foreign policy has been managed by a small inner council who did not disclose even to their fellow Ministers the informal arrangements and treaties into which they entered. According to persistent rumour Mr. ASQUITH, Lord HALDANE, Lord GREY of Falloden, Mr. LLOYD GEORGE, and Mr. WINSTON CHURCHILL composed that inner council. In this one great sphere, not merely Parliament, but even the Cabinet, it is generally stated without contradiction, were not entrusted with the lines of policy, but merely asked to ratify decisions already taken. And certainly for the past twelve months an inner war council, composed of seven members and presided over by Mr. ASQUITH, has been charged with the direction of military affairs—subject always, of course, to the veto of the Cabinet as a whole and the final veto of Parliament.

This experiment is novel, but like many novelties it is a recurrence to a scheme tried once before. In the closing year of his reign King CHARLES II., worried with the growth of animosity between Whigs and Tories, decided to select thirty councillors, in equal numbers from each party, who should advise him on all affairs of State. Sir WILLIAM TEMPLE devised the scheme, and the *locus classicus* where it is described is MACAULAY'S famous essay on TEMPLE. The plan was this. To get rid of party strife Parliament was only to meet occasionally to register—or veto—the decisions of the party leaders who would assemble together in the Council Chamber and there compromise all matters in dispute. The plan did not work, and that for many reasons. The House of Commons, its leaders being absorbed in the Council, promptly elected others, who proved merciless critics. When it did meet, it discussed, instead of registering, the edicts of the thirty. And the thirty indulged in disputes round the council table instead of "getting forrarder." So an inner council of half-a-dozen formed itself. This inner council gradually decided all real affairs and took upon itself the management of policy. The thirty were left out in the cold; began to send in resignations, and finally were thanked for their services and dismissed. So TEMPLE'S great scheme all ended in smoke.

Large Cabinets and small inner councils, then, have been tried at least once before in English constitutional history. They did not work in the days of CHARLES II. They shew little signs of working to-day. In fact, divided power of this kind is intolerable to human nature. When a Cabinet exists and has to take responsibility for all decisions of the inner council, it will not abandon its veto over them. It will not give up the right of discussing them. And so gradually friction takes place between the powerful committee and the powerless Cabinet behind it. The *Roi Fainéant* insists on being consulted sometimes. The *Roi de facto* treats consultation of his nominal superior as a bore, kicks against it, chafes, and finally throws over the traces altogether—if he can. He tries, like another PEPIN, Mayor of the Palace to a decadent Merovingian puppet-lord, to induce some Pope to declare that the *Roi de facto* ought also to wear the kingly robes. Thus, probably, it was that Mr. LLOYD GEORGE was understood to have arranged to rid himself of any real Cabinet control over the War Office, and to have sought the device of a small War Council to checkmate the inevitable restrictions imposed by Cabinet control, however slight.

History has at least one famous precedent in another land. When war burst on Europe in 1792 the French Convention and the Ministry responsible to it soon proved unequal to the prosecution of the war, and to the execution of suspected persons in the capital, with such rigour as alone would please the populace. So a large Committee of Public Security was formed out of the ranks of the Jacobin majority. But this proved too slow for an impatient mob. And so the famous Committee of Public Safety, under the presidency of ROBESPIERRE, was formed. It inaugurated its Reign of Terror. It decreed that haste was necessary. Traitors must be disposed of without the delays of a trial conducted in accordance with the rules of legal evidence or even of practical proof; the tribunals set up by the Committee must decide on guilt or innocence in accordance with their "inner moral conviction." Generals who failed must be summarily guillotined without a trial *pour encourager les autres*. By these principles France was to be saved, all the caution of lawyers being discarded as pedantry if not treachery to the Republic. And in the inevitable end a military dictator mounted the throne through the paths of violence and lawlessness. *Absit Omen*. Let us hope that Government by Committee, should it be attempted, will prove less fatal in England. Though as we write it looks as if we should have Cabinet Government still, but with a changed and perhaps smaller Cabinet.

Injuries Occasioned by the Contributory Wrong of a Stranger.

A TRADESMAN suspends outside his shop and overhanging the pavement a sunblind. A mischievous passer-by, by jumping up and catching hold of the projecting rods, causes the canvas to fall and the rods to droop. One of the rods striking a person, he claims £100 compensation for his injuries from the tradesman. Is the tradesman liable? and more, should he be? Assuredly these are very interesting questions indeed to the general practitioner in days when the multitude has become familiarized with compensation for all kinds of accidents; and to a plain man it may appear the tradesman should not be liable unless his blind was not in repair, or he had been

forewarned of the risk by the experience of similar pranks on previous occasions.

It would appear that among Englishmen there has always prevailed a jealousy of the control of private conduct by the law. Still, it has been accepted that each member of society is entitled (among other things) to a certain amount of care and caution on the part of every other member pursuing avocations or interests which connote risk to his neighbour. Controversy and dubiety immediately arise, however, when the degree of circumspection which may, and should, be thus demanded comes to be canvassed. And the point is by no means unimportant; for it is evident that the quantity of protection given is the indisputable birthright of every member of society, gentle and simple, and comes into question in nearly every situation in life.

If, with this view in mind, cases of physical injury, in which the party sued did not do, or authorize, or desire the act, be selected for review, they will be found to present much of interest and of utilitarian and culture value, and much for a controversialist. If a schoolmaster, for example, leave a bottle containing a stick of phosphorus in a room to which the scholars have access, is it a rightful limit of the sovereignty of an individual over himself for the State to hold him liable for an injury caused by an explosion of the phosphorus consequent on some of the scholars taking up and playing with the bottle? Or, again, if a man send a young girl for a gun, is he to be considered as acting within his circumspective duty, and accordingly to be immune from blame for an injury arising from the girl, in play, presenting the gun at a fellow servant and pulling the trigger? or would he be if he had had the priming taken out before the gun was handed to the girl? And, to turn to the locality of the majority of accidents —the public streets—if the baker's boy on his rounds had left a horse and cart unattended in the road while he gossips at the back door, or if Mr. HARRY FOKER was pleased to leave a great powerful horse in the charge of a small boy in a street in Mayfair, and by the instrumentality of a third party an accident occur, could the baker, or Mr. FOKER, have successfully pleaded non-responsibility, or, in the alternative, custom or fashion? and would it make any difference if the thing left were a motor-lorry which, to set it in motion, necessitated the withdrawal of a safety pin and the manipulation of three levers? And many another occurrence, actual or imaginary, will readily suggest itself as raising a nice problem for solution.

Of late years there has been a series of disconnected examples of this class of case; and an adequate consideration of the judgments that are reported should leave little doubt whatever as to the correct principles of the law to apply to the evidence, and the amount of control over individual conduct exercised in England on the matter. A person of common sense and of ordinary intelligence is to be first taken as a model. To him is to be attributed a knowledge of the history of the case, of the actual physical conditions, and of the habits, capacities, and propensities of the persons frequenting the place. And, thereupon, it has to be determined whether such a person would, or would not, have perceived that there was likelihood of some injury happening, and would, or would not, have considered it to be his plain duty to take ordinary precautions to prevent the occurrence of such an unfortunate accident as did occur in the particular case under consideration. The circumstances may, indeed, be such that he might recognize that he was offering a seductive invitation, or a strong temptation, to adults or children likely to frequent the locality, to do mischief, and that danger would probably result to another member of society. The chain of causation may be complete notwithstanding one link in the chain is the intervening act of a stranger or third party, and should the act which caused the mischief be found to be one which such a model person would properly anticipate or contemplate, then the neglect of reasonable precautions is the effective and proximate cause of the accident, and the original author of the mischief will be held liable; but, on the other hand, if it appear he did take such reasonable precautions, then he will not be liable, his duty being not to insure or warrant against the anticipated accident, but only to take such precautions against it. And in case any reader has occasion, or a desire, to satisfy the metes and bounds just stated, he may do well to select a judgment of Sir ROLAND VAUGHAN WILLIAMS (*McDowall* v. *Great Western Railway*, 1903, 2 K. B. 331, 337) and one of Mr. Justice LUSH (*Ruoff* v. *Long & Co.*, 1916, 1 K. B. 148, 156) with which to start his investigations.

It does not follow, therefore, from the fact that part (at the least) of the cause of an accident is the interference of a stranger, that the original author of the mischief is not liable. And it may be thought that in this, as in many another class of responsibility, the individual is found habitually by inadvertence to take, or by disposition to assume, a lower plane of conduct than that which has been prescribed by the society in which he was born. The owner of the gun did not attain the required standard of circumspection when dealing with youth. He should not only have had the priming taken out, but the contents discharged or withdrawn: *Dixon* v. *Bell* (5 M. & S. 198). Nor did the schoolmaster: *Williams* v. *Eady* (10 T. L. R. 41); *Lynch* v. *Nurdin* (1 Q. B. 29, at p. 35); or the baker, or, we apprehend, Mr. FOKER: *Illidge* v. *Goodwin* (5 C. & P. 190); *Lynch* v. *Nurdin* (1 Q. B. 29). Each was deficient in ordinary care, and, by offering temptation, excited mischief in children passing by. If it be pointed out that it would be difficult to shew how the explosion occurred, is exact proof of the manner of an explosion, or of a fault in machinery, which certainly caused the injury, required where the accident is the work of a moment, and the human sight incapable of detecting its origin or following its course: *McArthur* v. *The Dominion Cartridge Co.* (1905, A. C. 72)? And if anyone has always regarded Mr. FOKER as one of those who by nature is somewhat deficient in sensibility and intelligence, will it be disputed that it is the general, though possibly not universal, habit of the law to judge a man's duty neither by his feelings and intentions, nor by the variance of his capacities and parts from those of the prescribed model man?

There are other cases of third party interference, and two we will briefly note because they may be of practical use. In each the original author of the mischief would be responsible for this initial act of neglect. The one is where a boy knocked over a pail used for molten lead placed adjoining the highway during the repair of some gas main: *Crane* v. *The South Suburban Gas Co.* (1916, 1 K. B. 33); the other has reference to some person removing and throwing aside an obstruction, which is unlawfully placed across either a public or a private way: *Clarke* v. *Chambers* (3 Q. B. D. 327). He who so placed this obstruction must be held to have anticipated its removal, by someone entitled to use the way, to the footpath or elsewhere where it would be a danger to others.

It has to be admitted, none the less, that there is occasionally an unfortunate difficulty in determining with certitude whether the defendant has conformed to his social obligations —whether, that is, the evidence establishes that the defendant ought to have anticipated such an occurrence as took place, and then failed to exercise reasonable care to guard against it and its like. In the case of the motor-lorry there could surely be no doubt that the facts shewed no duty on the part of its owner the neglect of which led to the damage (say) of a shop front; in itself the lorry standing in the street was a perfectly safe thing, and would do nobody any harm, and no ordinary man would anticipate acts which might convert it into a source of danger: *Ruoff* v. *Long & Co.* (*ubi sup.*). There is, however, appreciable difficulty in deciding the case of the sunblind aright, and more so if it be admitted, as an additional factor, that, in the neighbourhood, persons had been known to act as this passer-by acted, and similar accidents to happen with similar blinds. We may, however, answer the first question proposed in the negative: *Wheeler* v. *Morris* (1915, L. J. K. B. 269, 1435). And in the unexampled condition of war at present prevalent, it is the more to be lamented if such difficulties should afford any inducement to speculative litigation, or to the unprofitable expenditure of precious time and treasure.

Books of the Week.

Case and Comment. The Lawyers' Magazine, November, 1916. Lawyers' Co-operative Publishing Co., Rochester, New York. 15 cents.

Canadian Law Journal, October, 1916. Canadian Law Book Co. (Limited), Toronto.

Income Tax, Super-tax, Excess Profits Duty, &c. Chart of Rates, Allowances and Abatements for 1916–1917, and Twelve previous Years. With Full References to Statutes, shewing the numerous alterations made by recent legislation up to and including the Finance Act, 1916. And Shewing Twenty Statutory Grounds for Claiming Relief and Special Allowances made to Persons serving in H.M. Forces. Compiled by CHAS. H. TOLLEY, A.C.I.S., Accountant. Waterlow & Sons (Limited). 1s. net.

Correspondence.

Solicitors' Charges and the War.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—You will probably publish in your next issue the new rules of the Supreme Court, revising the scale of costs of printing pleadings.

When is the scale of preparing them to be revised?

Club and restaurant accounts have a war tax added to them; why not add 10 per cent. on the profit charges of solicitors' bills during the war? Why should not solicitors' remuneration increase in keeping with everything else?

Please ask the Law Society, of which I am A MEMBER.

Dec. 6.

The Position of Rejected Men.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I think the extremely clever and subtle article on "Rejected Men" in to-day's issue is in some respects more ingenious than convincing.

The writer contends that exemption from military service only applies to those who have *offered* themselves for enlistment and been rejected since 14th August, 1915. But section 2 (1) of the principal Act authorises *any man* to apply for exemption.

The writer further contends that a conscript cannot be said to offer himself. Why not? The Military Service Acts only make him a reservist. Can he not offer to go on active service before he is called up? The draftsman of the "pink form" clause clearly thought he could, and that any reservist presenting himself to the recruiting offices when called up *offers* himself for enlistment just as much as a person who attested under the former scheme.

There are a very large number of little problems arising every day upon the Acts, and your contributor would do a public service if he would tackle them by a thorough survey of the Acts and Regulations, the 1916 Army Orders, and the proclamations calling up reservists.

Let me call your attention to another curious point:—Recruiting officers prosecuting an absentee never think it necessary to prove the appropriate War Office proclamation against the accused. (I say nothing as to the validity of the proclamations by the late Lord Kitchener in pursuance of powers given expressly to Mr. Asquith, as that question is now *sub judice* on a special case stated.) But surely if the prosecutor fails to prove the very foundation of the reservist's liability to come up for service, he must fail. And if the absentee gets off on this plea, will the acquittal bar a subsequent prosecution? G. GAVAN DUFFY.

P.S.—It is difficult to get a copy of the War Office proclamations, as they are not in the *Gazette*, but one of them will be found printed at p. 276 of the last volume of the SOLICITORS' JOURNAL.

[We hope to consider these questions more fully hereafter.—ED. *S.J.*]

Mr. W. N. Whymper, Secretary of the Royal Exchange Assurance, has resigned on account of ill-health, after forty-four years' service. To fill the vacancy the directors have appointed Mr. Percy F. Hodge (at present the accountant) as secretary, and Mr. H. D. Street as accountant. They have also appointed Mr. E. de M. Rudolf as joint assistant secretary with Mr. R. E. Duke. All these appointments will take place as from 1st January, 1917.

CASES OF THE WEEK.

House of Lords.

HORLICK'S MALTED MILK CO. *v.* SUMMERSKILL. 28th and 30th November.

PASSING OFF—SALE OF PROPRIETARY ARTICLE UNDER DESCRIPTIVE TITLE—"MALTED MILK."

A firm had for many years advertised and sold a food preparation under the name of "Horlick's Malted Milk" and had recently commenced to manufacture it in England. During this time no other malted milk was on the market, and there was evidence that it was often asked for and supplied without the appellants' name being mentioned. The respondent having advertised a somewhat similar preparation under the name "Hedley's Malted Milk,"

Held, in a passing-off action, that the expression "malted milk" was not a fancy name of the appellants' goods, but merely descriptive, and they were not, therefore, entitled to the exclusive use of it.

Decision of the Court of Appeal (60 SOLICITORS' JOURNAL, 320; 33 *R. P. C.* 108) *affirmed.*

Appeal by the plaintiffs from an order of the Court of Appeal affirming a judgment of Joyce, J., dismissing an action for passing off. The appellants' case was that, by a course of trade extending over many years and built up by large and costly advertising, the term "malted milk" had become identified with their preparation. There was evidence that their malted milk was frequently asked for and always supplied by shopkeepers without the name of Horlick's being mentioned, as till recently there was no other "malted milk" product on the market. The words "malted milk" had thus, the appellants alleged, acquired a secondary meaning, and represented the appellants' product. The term was not a descriptive term, as milk could not be malted in the proper sense of the term, which was applicable to live grain only, and was therefore a *quasi*-fancy word. The case came within the principle of *Birmingham Vinegar Co.* v. *Powell* (1897, A. C. 710) (the *Yorkshire Relish case*), and was distinguishable from the *Cellular Clothing Co.* v. *Maxton & Murray* (1899, A. C. 326) because in that case the term "cellular" was truly descriptive, and the article sold by the defendants was practically identical with that sold by the plaintiff. Without hearing counsel for the respondent,

Lord LOREBURN said the question was, was this term "malted milk" merely a descriptive term? He would not enter into the other question, whether, if it were so, it had become so identified with the appellants' goods as to bestow on them the right to extract those words from the English language and claim a monopoly in them. What was the meaning of the words "malted milk"? Those words had been held by the Court below to be merely descriptive of a compound which could accurately be described as "malt and milk." They had been using the words "Horlick's Malted Milk" to describe their goods. They eliminated the word "Horlick" and asked that the respondent might be prohibited from using the remainder of the description. He could not see how the public would be misled by the term "Hedley's Malted Milk" into thinking that they were buying Horlick's Malted Milk. To succeed the appellants had to establish that, and he thought they had entirely failed to do so. He agreed with the opinion expressed by Joyce, J., and affirmed by the judges of the Court of Appeal.

Lords ATKINSON, SHAW and SUMNER concurred in the appeal being dismissed with costs.—COUNSEL, for the appellants, *Walter*, K.C., *Sebastian* and *Whitehead*; for the respondents, *Kerly*, K.C., and *J. M. Gover*. SOLICITORS, *Alpe & Ward*; *Mills & Morley*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

HORWOOD *v.* MILLAR'S TIMBER AND TRADING CO. (LIM.). No. 1. 30th November.

CONTRACT—VALIDITY—PUBLIC POLICY—AGREEMENT FOR LOAN—ASSIGNMENT OF SALARY—OPPRESSIVE COVENANTS—RESTRICTIONS IMPOSED ON BORROWER'S LIBERTY—INDIVISIBILITY OF CONTRACT.

By a deed made between a borrower and a money-lender the borrower agreed to pay off the loan with interest by equal monthly instalments of £2 each, and assigned his salary received from his existing or any future employers to the lender subject to a proviso for redemption. As a further consideration for the loan, the borrower entered into a series of oppressive covenants, prohibiting him from leaving his employment without the lender's consent, from borrowing any money, or obtaining any goods on credit, from selling or parting with any of his household furniture, and from leaving his existing residence without the lender's consent.

Held, the consideration for the deed was one and indivisible, the assignment of the salary could not be severed from the other provisions of the deed, and these being contrary to public policy, the whole was void and illegal.

Appeal by the plaintiff from a decision of the Divisional Court (Lush and Sankey, JJ.) raising important questions as to the validity of oppressive agreements between borrowers and money-lenders. By an indenture dated 1st July, 1913, made between G. F. Bunyan, a clerk in

the defendants' employment, and the plaintiff, therein described as a builder, the plaintiff agreed to pay off certain debts then owing to various persons by Bunyan, upon having the repayment of the total amount, £42 8s. 3d., together with £31 16s. for interest, making altogether £74 4s. 3d., secured to him as therein provided. Bunyan covenanted to pay off the loan and interest by £2 monthly instalments, and assigned to the plaintiff a policy of assurance on his life and all salary and wages due or thenceforth to become due from his employment with the defendants or any other office or employment, to hold unto the lender absolutely subject to a proviso for redemption. He further covenanted to do nothing which might cause him to be dismissed from the defendants' employment, and not to leave their or any other employment without the consent of the plaintiff, not during the continuance of the security to borrow or raise any sums of money whatever, or sell, pledge, give away, settle, or part with any of his existing or future household furniture, not to obtain credit, or buy any goods on credit, nor allow any person to pledge his credit (except his wife in the case of ordinary tradesmen's books for weekly settlement to be produced to the lender for his inspection on demand), not to enter into any gambling contract, debt or wager, or become bail or security for anyone, or to make himself liable for any sum or sums of money, whether legally or morally, and not without the consent of the lender in writing first obtained to remove from his home or take any other dwelling-house or residence. On breach of any covenant the entire sum became due. In June, 1915, Bunyan made default in payment of one of the monthly instalments, and the plaintiff gave notice of the assignment to the defendants, requiring them to pay Bunyan's salary to them, but they disregarded the notice and continued to pay it to Bunyan until November, 1915, when he joined the Army. The plaintiff then commenced this action in the City of London Court for an account of what was due to him in respect of the salary assigned, and payment of the amount. The learned judge dismissed the action on the ground that the assignment was conditional, not absolute. The Divisional Court, to which the plaintiff appealed, held that the contract was unenforceable as being contrary to public policy. The plaintiff appealed.

THE COURT, without calling on counsel for the respondents, dismissed the appeal.

Lord COZENS-HARDY, M.R., said that the appeal involved a question of interest, importance and difficulty. If it had come before the Court some five years or more ago he would have preferred to take time for consideration, in order to put his judgment in a more regular form. But the questions relating to public policy had been raised in several cases in recent years: *Herbert Morris (Limited)* v. *Saxelby* (1916, 1 A. C. 688), following *Mason* v. *Provident Clothing Co. (Limited)* (1913, A. C. 724), in the House of Lords, and *Eastes* v. *Russ* (1914, 1 Ch. 468) in the Court of Appeal. It had been argued that the case was one which had nothing to do with public policy, though the contract might be one unenforceable between the parties to it. That view he had endeavoured to refute in *Herbert Morris (Limited)* v. *Saxelby*, and his views had been affirmed by the House of Lords. It was not, he thought, the law that a man could enter into any contract whatever restrictive of his liberty of action without having regard to public policy. Any contract which put a man in the position of what was called a "villein" or *ascriptus glebæ* in the old land law was contrary to public policy. The deed was one of the most extraordinary documents that it had ever been his fate to read. [His lordship read the material portions, observing that the interest was at the rate of 60 per cent., and proceeded:] Could it possibly be doubted that it was a deed which was contrary to public policy? Was it open for any man for a consideration in cash to undertake not to leave the home where he lived, not to sell or give away any of his furniture or give any security for money? It would prevent him from calling in a doctor if any member of his family was ill. He could not raise any money for the maintenance or education of his children. The deed was undoubtedly one which the law must treat as bad on grounds of public policy. "The law of England allows a man to contract for his labour, or allows him to place himself in the service of a master, but it does not allow him to attach to his contract of service any servile incidents—any elements of servitude as distinguished from service": *per* Bowen, L.J., in *Davies* v. *Davies* (36 Ch. D., p. 393). Possibly slavery might be too strong a word to use, but the deed savoured of serfdom. If the borrower disposed of a single chair or table without the consent of the lender the latter could at once call in the whole of the money secured. It was argued, however, that there was no harm in the clause sued on, assigning the borrower's salary. His lordship agreed that the salary could be assigned. But it was said that the only consideration for the assignment was the payment of the money lent. He could not accept that. The consideration was one and entire; it could not be treated as divisible. One could not strike out half the covenants and then say that the rest of the deed was good. Lord Moulton's judgment in *Mason* v. *Provident Clothing Co.* (*supra*, at p. 475) covered the point. It would be affording the worst possible example to allow a money-lender to get his clutches round a clerk and put him in such a position that he could not leave his employment or move his place of abode, and deal with any part of his personal property. The decision below was perfectly right. It was useless for the mortgagee to claim payment under a deed which was on its face a bad deed. The appeal would be dismissed.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect, the former saying that if ever a contract placed a man under a servile obligation it was the contract in the present case, and the latter that in the course of a considerable experience in money-lending cases such a document had never even occurred to his imagination.—Counsel, *Compston*, K.C., and *R. Harker*; *Morton*, K.C., *H. J. Rowlands*, and *B. B. Stanham*. Solicitors, *Barnes & Butler*; *White & Leonard*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

MEGGESON v. GROVES. Peterson, J. 24th, 25th, 26th and 31st October

AGRICULTURAL HOLDING—TENANCY AGREEMENT—PROHIBITION AGAINST SELLING HAY—DATE OF COMMENCEMENT OF AGREEMENT—AGRICULTURAL HOLDINGS ACT, 1908 (8 ED. 7, c. 28), s. 26.

Section 26 of the Agricultural Holdings Act, 1908, does not mean that a tenant is only to be prevented during the last year of his tenancy from selling and removing the produce of that year, but means that the tenant is enabled to sell the produce of the holding during or before the commencement of the last year of the tenancy, subject to the obligations therein contained. The provisions in sub-section 1, of section 26, relate to the period, and not to the produce of the period, and exclude the power to sell during that twelve months, and, accordingly, the tenant's rights during that period must be governed by his agreement. The last year of a tenancy from 25th March, 1906, for the term of ten years, begins at midnight on 25th March, 1915, and the headnote to Sidebotham v. Holland (1895, 1 *Q. B.* 378) *is inaccurate, and the judges in that case did not disagree with the decision in* Ackland v. Lutley (1839, 9 *Ad. & Ell.* 879).

The plaintiff in this action alleged breaches of a tenancy agreement by him to let a farm to the defendant for ten years from 25th March, 1906, determinable by twelve calender months' notice in writing, given on or before 25th March, 1915. The tenant agreed to stack upon the premises all the hay and corn that grew thereon, and not to sell or dispose of any straw or roots without the consent of the landlord, and leave on the premises all the manure arising from the last year of the tenancy. Notice had been served to determine the tenancy. Breaches alleged were sales of hay in August, 1915, and on a date which had been determined, after hearing evidence, to be 24th March, 1915. The defendant contended that by virtue of the joint operation of section 27 of the Agricultural Holdings Act, and of his agreement, he was only prohibited from selling the hay produced during the last year of his holding, and that as to the sales in August, they were sales of hay produced in the year before, and the other sale was before the commencement of the last year.

PETERSON, J., after stating the facts, said: Section 26 of the Agricultural Holdings Act enables a tenant to sell the produce of the holding before the commencement of the last year of the tenancy, subject to the obligation to return, as soon as may be, its full equivalent manurial value, but I am unable to accept the contention that the defendant is only prevented during the last year of the tenancy from selling or removing the produce of that year. Sub-section 1, of section 26, gives the tenant full right to dispose of the produce, and then provides that the section which gave those powers shall not apply to the year before the expiration of the tenancy. That provision relates to a period, and not to the produce of a period, and therefore excludes for the last twelve months of the tenancy the power conferred on the tenant by the section to sell the produce of the holding. The tenant's rights during the last year of the tenancy are consequently governed by the provisions of his tenancy agreement. I am of opinion that the sales in August, 1915, constituted breaches of the agreement, and that inasmuch as I have come to the conclusion that the date of the earlier sale was 24th March, 1915, it took place before the commencement of the last year of the tenancy, and was not a breach. With regard to the question of when the last year of the tenancy commenced, I have come to the conclusion that *Ackland* v. *Lutley* (1839, 9 A. &c. 879) establishes that it began at midnight on 25th March, and that the headnote to *Sidebotham* v. *Holland* (1895, 1 Q. B. 378) went beyond the judgments, which do not, in fact, disagree with *Ackland* v. *Lutley*.—Counsel, *Tomlin*, K.C., and *W. A. Peck* (for *A. P. Van Neck*, serving with His Majesty's Forces); *Hughes*, K.C., and *Ribton*. Solicitors, *Greenwell, Higham, & Co.*, for *J. C. Pawson*, Chelmsford; *Adolphus G. Maskell*.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

THE KING v. KENSINGTON INCOME TAX COMMISSIONERS.
Ex parte **POLIGNAC.** Div. Court. 24th October.

REVENUE—INCOME TAX—PROFITS ABROAD—RESIDENCE HERE—RULE NISI FOR PROHIBITION TO COMMISSIONERS—RULE GRANTED ON MISLEADING AFFIDAVIT—REFUSAL TO HEAR MERITS ON RETURN OF WRIT.

When the Court comes to the conclusion that, on an application for a rule nisi, *or any kind of process of the Court, the affidavit upon which the rule was granted to the applicant was not candid, and did not fairly state the facts, but stated them in such a way as to mislead the Court in regard to the true facts, the Court, for its own protection, and in order to prevent its process from being abused, will refuse to proceed any further in examination of the merits of the application made by the person putting forward the affidavit.*

Rule *nisi* for a prohibition directed to the General Commissioners of Income Tax for the district of Kensington. The Commissioners had

made an assessment upon the applicant, Princess Edmond de Polignac, for the year ending 5th April, 1913, in respect of profits from foreign possessions. The rule *nisi* was granted by the Court on an affidavit, in which the applicant stated: 1. That she was not a subject of the King, nor resident within the United Kingdom, and that she had not been in the United Kingdom, except for temporary purposes, nor with any view or intent of establishing her residence therein, nor for a period equal to six months in any one year. 2. That an assessment in respect of the year ending 5th April, 1913, could not, according to the Income Tax Acts, be made after three years from the expiration of the said year of assessment, and that the said assessment was not made before 6th April, 1916. 3. That, prior to 23rd December, 1915, the Commissioners had no jurisdiction to make an assessment in respect of the profits from foreign possessions, and after 23rd December, 1915, the jurisdiction of the Commissioners to make such an assessment was given to them in respect only of persons ordinarily residing within the parish or place for which they act, and the claimant had not, and never had been, a person ordinarily residing within the parish or place for which the Commissioners act. The Commissioners, on shewing cause against the rule *nisi*, filed affidavits, shewing that in February, 1909, a leasehold house, 213, King's-road, Chelsea, had been taken in the name of W. M. G. Singer, the brother of the applicant; that the purchase money for the lease and the furniture amounted to £4,000, and was paid by the applicant out of her own money. She also paid the legal expenses of the conveyance. The household accounts were, in effect, paid by the applicant. A telephone agreement, dated 20th November, 1908, was signed by her for this address, and an extension agreement, dated 20th April, 1909, for the same address was also signed by her. A letter of 19th August, 1914, addressed to the Telephone Exchange, contained this passage: "The telephone is at present, for my personal convenience, in the name of the 'Princesse de Polignac.'" On 25th July, 1912, the solicitors then acting for the applicant wrote to Mr. W. M. G. Singer: "Re 213, King's-road, Chelsea, and 66, Glebe-place, Chelsea.—You will understand that the business was taken by us as representing yourself, and we accordingly debit you with the account, and deliver it to you; but you will, of course, know how to deal with the matter according to the private arrangements between yourself and your sister, and we enclose herewith a typed copy of this letter, which you may find useful to forward to her." At the close of the arguments relating to the matters contained in the affidavits,

Lord READING, C.J., after reviewing the facts, said: It is desirable to state that when this Court comes to the conclusion that, on an application for a rule *nisi*, or any kind of process of this Court, the affidavit before it was not candid, and did not fairly state the facts, but stated them in such a way as to mislead the Court as to the true facts, this Court, for its own protection, and in order to prevent its process from being abused, will refuse to proceed any further with the examination into the merits of the application made by the person putting forward that affidavit. It is a jurisdiction inherent in the Court to prevent this abuse; and it is not to be exercised except in cases which bring conviction to the mind of the Court that it has been deceived. It is also a jurisdiction which requires assessment, and craving in aid the assistance of the Court, stated in sub upon it. But if the Court is once convinced that the affidavit did deceive, and that the person putting it forward knew that it has deceived, then this Court will refuse to hear anything further from the applicant in a proceeding which has only been set in motion by means of an affidavit which is misleading. I cannot help saying that the affidavit here must have been intended to lead the Court to a wrong conclusion as to the facts. Before coming to the conclusion we have in this case, it was desirable to hear everything that could be said to meet the view which must be affirmed by the Court when it reads the affidavit, and knows, as it does now, the true facts. The assessment was made upon this lady in respect of her residence at a house in Chelsea. The case was based on her being the owner of the house, the person who was to reside in the house, and on this house being not only a residence which she had in this country, but a residence in this country in which she intended to reside, and where she did actually for a period reside. The affidavit made by her in answer to the assessment, and craving in aid the assistance of this Court, stated in substance that she had never been, since her first marriage, in the United Kingdom with the view or intention of establishing her residence here, nor had she ever resided here during six months in any one year. The object was to meet section 39 of the Act of 1842. She then proceeded to state that in 1916 she received the notice of assessment in respect of foreign possessions, which was forwarded to her house in Paris from Chelsea; and then she says that it was a house belonging to her brother, W. G. Singer, and that, when she resided there, it was as the guest of her brother. If the facts had been so, she would have been justified in saying that they did not constitute her a residence within the meaning of the Income Tax Acts; and it was, therefore, a most material statement, indeed, the basis of the application made, to prevent the Commissioners charging her with income tax, under section 108, on profits abroad, as being ordinarily resident in the United Kingdom within the meaning of section 106. If she had established to the satisfaction of the Court that she was not so resident, she would have made out a complete answer. I have no hesitation whatever in saying that, having regard to the affidavits filed, both her own and those in answer, this statement is wholly untrue. [His lordship then examined the facts, and continued:] I come to the conclusion, as I have indicated, that this Court was deceived by the affidavit filed on the first application. It was argued on behalf of the applicant that she had no intention to deceive, because she had herself stated the true facts in her second affidavit. I am not impressed by this, as it was in answer to other affidavits filed against her, which shewed that the first affidavit had not disclosed the true facts. I come to the conclusion that this is one of those rare cases where, without discussion on the merits, the Court will decline to hear any further argument in support of a rule *nisi* obtained in the manner I have stated. This rule must therefore be discharged.

RIDLEY and LOW, JJ., concurred, and delivered judgments to the same effect. Rule discharged. [The Solicitor-General applied that the exhibits and affidavits and other documents should remain in the custody of the Court.]—COUNSEL, for the Surveyor of Taxes, *Sir G. Cave*, S.-G., and *T. H. Parr; Bremner*, for the Commissioners; *Disturnal*, K.C., and *G. Edwardes Jones*, in support of the rule. SOLICITORS, *The Solicitor for the Inland Revenue; Church, Rendell, Bird, & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

FARULLI v. **FARULLI AND PEDERZOLI.** Shearman, J. 28th, 29th, and 30th November.

EVIDENCE—STATEMENT BY THIRD PERSON OF CONFESSION.

On a husband's divorce petition evidence may be given of a communication to the husband by a third person of a confession made by the wife to such third person in order to rebut a plea of collusion.

This was a husband's suit for divorce on the ground of the alleged adultery of his wife with the co-respondent named. The petitioner also claimed damages against the co-respondent. The respondent did not put in an answer, or enter an appearance. The co-respondent, by his answer, denied the alleged adultery, and, further, pleaded that the petitioner and respondent had acted in collusion together for the purpose of presenting a false case to the Court and for the purpose of obtaining a divorce contrary to the justice of the case. Counsel for the petitioner submitted, in the course of the case, that as conspiracy or collusion between husband and wife had been pleaded, he was entitled to call a witness to give evidence of a confession made by the wife to that witness in order to shew that the petitioner acted upon that communication, and to rebut the suggestion of conspiracy and collusion. Counsel for the respondent objected that it could not possibly be evidence to call a third person to tell the Court what the wife told him or her.

SHEARMAN, J., allowed the witness to give evidence of what she said to the petitioner, in order to shew the *bona fides* of the petitioner, as collusion had been pleaded against him.—The jury eventually stopped the case, and the petition was dismissed.—COUNSEL, *Powell*, K.C., *Eldridge* and *Talbot-Ponsonby*, for the petitioner; *Rawlinson*, K.C., and *Cotes-Preedy*, for the co-respondent. SOLICITORS, *Saville & Mannooch*, for the petitioner; *Hutchinson, Sons, & Gomm*, for the co-respondent.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

In the Estate of **ALFRED JOHN PAINE (Deceased).** Shearman, J. 4th December.

ADMINISTRATION—MOTION FOR GRANT—DAUGHTER PASSING OVER WIDOW.

Where a widow had failed in establishing a will, and there was an intestacy, and her claims were adverse to those of the daughter, the only legitimate child, administration was granted to the daughter in preference to the widow.

This was a motion for a grant of letters of administration in the estate of Alfred John Paine, deceased, to his daughter, Mrs. Dorothy Ellis, passing over the widow, who had the prior right. Counsel for the applicant, Mrs. Dorothy Ellis, stated that she was the only legitimate child of the deceased, and had been the defendant in a probate action which had lasted six days before the Court, with the result that the jury found that the will put forward by the plaintiffs, Mr. Langford, Mr. de Grey, and the widow (the second wife of the deceased) was a forgery. The plaintiffs had appealed, but the Court of Appeal had dismissed the appeal. The widow had adverse claims to the estate to those of the daughter, and had, as one of the plaintiffs, contested a forged will both here and in the Court of Appeal. He cited *Dew* v. *Clarke* (1 Hagg. Eccl. 311). Counsel for the widow submitted that there was no reason to oust her from her right to a grant of administration. The President at the trial of the action had stated that she was not in any way to blame for putting forward the will which the jury found to be a forgery.

SHEARMAN, J., held that, as the widow had fought against an intestacy both in this Court and the Court of Appeal, and as she had claims to the estate adverse to those of the daughter, he should make a grant of administration to the daughter.—COUNSEL, *Randolph*, K.C., and *Bayford*, for the applicant (The daughter); *Grazebrook* for the widow. SOLICITORS, *Peachey & Co.*, for the daughter; *Langford & Redfern*, for the widow.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

County Court Case.

ROYAL OAK BENEFIT SOCIETY (TRUSTEES OF) v. SADGROVE.
Judge Howland Roberts. 9th November.

LEASE—LESSOR'S SURVEYOR'S CHARGES—PREPARING, SETTING AND COMPLETING LEASE AND COUNTERPART—LIABILITY OF LESSEE—CHARGE FOR PLANS.

At the Clerkenwell County Court, on 9th November, before his Honour Judge Howland Roberts, the trustees of the Royal Oak Benefit Society sought to recover against Edwin James Sadgrove the sum of £17 2s. 6d., made up as follows, viz. :—(1) The amount of the society's solicitor's costs for preparing, settling and completing lease and counterpart of property of £135 annual rental, £10 2s. 6d.; (2) stamps on lease and counterpart, £1 15s.; and (3) surveyor's fees for plans and particulars of state of repair, £5 5s. Evidence was given on behalf of the plaintiffs by the plaintiffs' solicitor and assistant surveyor, while on behalf of the defendant, Mr. Sadgrove himself and Mr. A. E. Pridmore, past president of the Society of Architects and F.S.A., and Mr. C. E. P. Monson, P.S.A., F.R.B.A., F.S.I., were called.

Judge HOWLAND ROBERTS held, on the authority of *Re McGarel* (1897, 1 Ch. 400), that the proper solicitors' costs for preparing lease and counterpart, as per scale fixed by the Solicitors' Remuneration Act, were £7 10s., and, following *Re Negus* (1895, 1 Ch. 73), decided that the landlords—the plaintiffs—must themselves bear the costs of preparing the counterpart, amounting to 15s., out of the £7 10s. The correspondence that passed between the parties shewed that there was no binding contract until the schedule of repairs had been agreed, and after evidence of the above-named architects and surveyors, to the effect that it was the custom for each party to pay his own surveyor, his honour decided against the plaintiffs in respect of the surveyors' charges for particulars of state of repair, which he disallowed, holding that they were costs of preparing, settling and completing lease and counterpart, and that even if that were not so the work done would come within the scope of negotiations for the lease : *Re Gray* (1901, 1 Ch. 239). The judgments of Lord Herschell and Lord Halsbury in *Savery and Another* v. *Enfield Local Board* (1893, A. C. 2) shewed that the words "preparing, settling and completing the lease and counterpart" covered the whole of the transaction from the beginning to the end, that is to say, the negotiations for the lease as well as the preparation and settling of the lease, in the limited sense of those terms. As to the plans, his honour held, on the authority of *Re Negus*, that the costs of the plan on the counterpart were part of the costs of the counterpart, and accordingly fell upon the lessors, and, further, that as the plan on the lease was, according to the evidence, a tracing of a former plan, no special charge could be made in respect of that plan : *Re Read* (1894, 3 Ch. 238, at p. 249). His honour accordingly disallowed as against the lessee any charge for plans. The result was that the learned Judge held that the total amount payable by the lessee was £8 5s., made up of the following items :—(1) £6 15s., being £7 10s., the scale fee for lease and counterpart, less 15s., the costs of the counterpart; (2) £1 10s., the stamp on the lease. As the defendant had paid more than this amount into court, his honour entered judgment for the defendant with costs from the time of the payment in, the plaintiff recovering the £8 5s. with costs on that amount until the time of payment in. The judge declined to certify for higher scale costs than the scale applicable.—COUNSEL, for the plaintiffs, *Zeffert*; for the defendant, *G. Wightman*. SOLICITORS, *W. J. Wenham*; *Francis, Miller & Steele*.

[COMMUNICATED.]

CASES OF LAST SITTINGS.

Court of Appeal.

FINEGOLD v. CORNELIUS. PHILLIPS THIRD PARTY. No. 2.
19th, 20th, and 28th July.

MONEY-LENDER—BUSINESS CARRIED ON AT OTHER THAN REGISTERED ADDRESS—ISOLATED TRANSACTION—ASSIGNMENT OF SECURITY—INDEMNITY—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 2—MONEY-LENDERS ACT, 1911 (1 & 2 GEO. 5, c. 38), s. 1.

I. P. was a duly registered money-lender at an address in Liverpool. The defendant C., who resided at Formby, was asked to back a bill by S., so that S. might receive money on it. This C. agreed to do, and together they went to an hotel at Formby, where S. said he could see a friend who would lend him the money. That friend was I. P. The defendant had not seen him before, nor did he know that he was a money-lender. Two promissory notes were produced; the defendant signed one, which I. P. took. It was a promissory note for £300 in favour of I. P., payable six months after date, and although it was dated Liverpool, I. P.'s registered address did not appear on it. The other promissory note was for the same amount, and was signed by S. and handed to the defendant. I. P. drew a cheque for £200 in favour of the defendant signed "I. Phillips." The defendant endorsed it and gave it to S., who received the whole amount. Shortly before the promissory note became due I. P. transferred it to the plaintiff, F., who, upon its maturity, sued the defendant. The defendant communicated with S.'s father, who paid to the defendant £300 generally on account of a much larger sum owed by S. to the defendant. With this amount the defendant paid his debt to the plaintiff, and then claimed indemnity against I. P., under section 1 (1) of the Money-lenders Act, 1911.

Held, by the whole Court, that the third party, in entering into the transaction, though it was an isolated one, nevertheless was carrying on his business of a money-lender elsewhere than at his registered address, within the meaning of section 2 of the Money-lenders Act, 1900.

Held, further (Phillimore, L.J., *dissenting*), *upon the authority of* Whiteman *v.* Sadler (54 SOLICITORS' JOURNAL, 718; 1910, *A. C.* 514), *that, notwithstanding this, the contract was not void, since there had been no violation of section 2 (1) (c) of the Act of 1900, and, therefore, the defendant was not entitled to indemnity from I. P.*

Decision of Ridley, J., *reversed.*

Gadd *v.* Provincial Union Bank (1909, 2 *K. B.* 353) *in H. L.* sub nom Kirkwood *v.* Gadd (1910, *A. C.* 422) *applied.*

Appeal by third party in an action tried before Ridley, J., without a jury. The facts, which fully appear from the headnote, were, shortly, that Isodore Phillips, a money-lender, whose registered address was 33, Crown-street, Liverpool, drew a cheque for £200 in favour of the defendant Cornelius, at the Blundell Arms Hotel, Formby. This was really for the benefit of one Shelmerdine, to whom the defendant endorsed it. Against it the plaintiff gave Phillips a promissory note for £300. The note was transferred to the plaintiff, who became the *bonâ-fide* holder thereof for value, and brought this action to recover the amount from the defendant. The plaintiff having signed judgment for £300, with interest and costs increasing it to £310 0s. 9d., the defendant paid the amount and claimed to be indemnified by Phillips (as third party), under section 1, sub-section (1) of the Money-lenders Act, 1911. The defendant contended that he was "prejudiced by virtue of this enactment," as but for the Act, he could have raised the defence against the plaintiff, as he had against Phillips, that the transaction was void under section 2, sub-section (1) of the Act of 1900, since, in entering into it, Phillips was carrying on his money-lending business at an address other than his registered address. Ridley, J., so held, and gave judgment for the defendant against the third party for £310 0s. 9d.

THE COURT reserved judgment.

SWINFEN EADY, L.J. said that in his opinion the appeal must be allowed. The appellant, who was a registered money-lender, had taken a promissory note for £300 at an hotel, and there had advanced £200 on it. It was an isolated transaction, no doubt, but in his opinion it was one in the course of his business as a money-lender, and, not having been carried on in any single particular from his registered address, was clearly unlawful. If authority for that was required, it was to be found in *Kirkwood* v. *Gadd* (1910, A. C. 422). He was further of opinion that the transaction, though in contravention of section 2, sub-section (1) (*b*) of the Act of 1900, was not made void by that paragraph, and since it was done in the money-lender's registered name, it was not made void by par. (*c*). It followed that the judgment entered for the defendant against the appellant must be set aside, and judgment entered for the appellant instead, with costs.

PHILLIMORE, L.J., held that, since the statute had been violated in the particular case, the contract was void, and the appeal should be dismissed.

BANKES, L.J., gave judgment agreeing with Swinfen Eady, L.J. By a majority the appeal was allowed.—COUNSEL, for the appellant, *Rigby Swift*, K.C., and *Greaves-Lord*; for the respondent, *Greer*, K.C., and *C. Davies*. SOLICITORS, *Ford, Lloyd, & Co.*, for *Barrell & Co.*, Liverpool; *Pritchard, Englefield & Co.*, for *Simpson, North, Harley, & Co.*, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 1st December contains the following :—

1. An Order in Council, dated 29th November (printed below), further amending the Defence of the Realm (Consolidation) Regulations, 1914. We printed the new Regulation with regard to coal mines last week from the Board of Trade announcement. We now print the whole of the new Regulations for completeness.

2. A Foreign Office Notice, dated 1st December, that certain additions or corrections have been made to the lists published as a supplement to the *London Gazette* of 14th August, 1916, of persons to whom articles to be exported to China and Siam may be consigned.

3. Notices, dated 28th and 30th November, that appointments have been made to the Appeal Tribunals under the Military Service Act, 1916, as follows :—County of Lancaster (5).

4. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring three more businesses to be wound up, bringing the total to 373.

5. An Order, dated 30th November, 1916, of the Central Control Board (Liquor Traffic) for the West Gloucestershire area. The chief provisions of the Order are printed below.

6. An Order, dated 1st December, of the Central Control Board (Liquor Traffic) applying to the West Gloucestershire area the supplemental Regulations relating to the Sale of Medicated Wines (60 SOLICITORS' JOURNAL, p. 622), and Sale of Intoxicating Liquor under new Excise Licences (*ibid.*, p. 590).

The *London Gazette* of 5th December contains the following :—

7. A Proclamation, dated 5th December (printed below), applying Part I. of the Munitions of War Act, 1915, to a dispute in Lancashire Cotton Mills.

8. A Proclamation, dated 5th December (printed below), under section 43 of the Customs Consolidation Act, 1876, prohibiting the importation into the United Kingdom of certain goods.

9. An Order in Council, dated 5th December (printed below), extending the North-East Coast Liquor Control Area.

10. An Order of the Minister of Munitions, dated 1st December (printed below), requiring returns of certain brass and copper materials.

11. An Order of the Minister of Munitions, dated 2nd December (printed below), applying Regulation 30A of the Defence of the Realm (Consolidation) Regulations (59 SOLICITORS' JOURNAL, p. 764) to certain additional War Material.

12. A General Order of the Central Control Board (Liquor Traffic), dated 4th December (printed below), regulating the sale and supply of intoxicating liquor on Christmas Day.

13. A General Order of the Central Control Board (Liquor Traffic), dated 4th December (printed below), relaxing certain restrictions for the days preceding Christmas.

14. An Admiralty Notice to Mariners (No. 1348 of the year 1916), dated 1st December, relating to the English Channel, North Sea, and Rivers Thames and Medway, &c. (Pilotage and Traffic Regulations). The Notice is a revision of Notice No. 1043 of 1916, which is cancelled. Paragraphs 3 and 6 are as follows:—

3. (*a*) Cruising of yachts and pleasure craft is prohibited in the Thames Estuary, rivers Thames, Colne, Blackwater, Medway, and adjoining creeks so far as the tide flows.

(*b*) The Estuary of the Thames mentioned above in paragraph (*a*) is to be considered to include the north coast of Kent from North Foreland to Sheerness, and the coast of Essex from Shoeburyness to the Naze.

6. All vessels, other than those of British Nationality or those of the Allied Nations, are prohibited from entering the Medway and Swale rivers.

All Neutral Aliens are prohibited from entering the Medway and Swale rivers in British vessels, and this applies to Aliens carried in British ships or barges as passengers or part of crew; the limits of the prohibited area are defined as from the Outer Bar buoy in the River Medway to Rochester bridge, and the whole of the River Swale from the light on Queenborough spit to Columbine spit buoy. Attention is drawn to the necessity of shipowners and charterers satisfying themselves that no Neutral Aliens are on board vessels sent to the Rivers Medway and Swale.

The Notice is issued under the Defence of the Realm (Consolidation) Regulations, 1914.

Supplements issued on 6th December to the *London Gazette* of 5th December contain the following:—

15. An Order in Council, dated 5th December (printed below), further amending the Defence of the Realm (Consolidation) Regulations, 1914.

16. A War Office Notice, dated 6th December (printed below), with regard to the insurance of Russian Flax or Tow.

Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914:—

1. In Regulation 9E, after the words "the Army Council may" there shall be inserted the words "by order."

2. After Regulation 9F the following regulation shall be inserted:—

9G.—(1) Where the Board of Trade are of opinion that, for securing the public safety and the defence of the realm, it is expedient that this regulation should be applied to any coal mines, the Board may by order apply this regulation, subject to any exceptions for which provision may be made in the order, either generally to all coal mines or to coal mines in any special area or in any special coalfields or to any special coal mines.

(2) Any coal mines to which this regulation is so applied shall, by virtue of the order, pass into the possession of the Board of Trade as from the date of the order, or from any later date mentioned in the order; and the owner, agent, and manager of every such mine and every officer thereof, and where the owner of the mine is a company every director of the company, shall comply with the directions of the Board of Trade as to the management and user of the mine, and if he fails to do so he shall be guilty of a summary offence against these regulations.

(3) It is hereby declared that the possession by the Board of Trade under this regulation of any coal mine shall not affect any liability of the actual owner, agent, or manager of the mine under the Coal Mines Act, 1911, or any Act amending the same.

(4) Any order of the Board of Trade under this regulation may be revoked or varied as occasion requires.

3. In Regulation 39A for the opening words down to and including the words "requisitioned by the Army Council" the following words shall be substituted: "If a person lawfully engaged to serve on board any ship or vessel belonging to or chartered, hired, or requisitioned by the Admiralty or Army Council."

At the end of the same Regulation the following words shall be inserted:—

"and for the purposes of this regulation a copy of any entry made in an official log book in manner provided by the Merchant Shipping Act, 1894, shall, if it purports to be signed and certified as a true copy or extract by the officer in whose custody the original log book is entrusted, be admissible in evidence."

29th November.

Liquor Control Order for the West Gloucestershire Area.

Limits of area.

1. The area to which this Order applies is the West Gloucestershire Area, being the area comprising the Petty Sessional Divisions of Lydney, Coleford and Newnham, in the County of Gloucester.

Hours during which intoxicating liquor may be sold.

A.—For Consumption ON the Premises.

2. (1) The days and hours on and during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption on the premises shall be restricted and be as follows:—

On Weekdays—

The hours between 12 noon and 2.30 p.m., and between 6 p.m. and 9 p.m.

Except on the days and between the hours aforesaid no person shall—

(*a*) Either by himself or by any servant or agent sell or supply to any person in any licensed premises or club any intoxicating liquor to be consumed on the premises; or

(*b*) Consume in any such premises or club any intoxicating liquor; or

(*c*) Permit any person to consume in any such premises or club any intoxicating liquor.

B.—For Consumption OFF the Premises.

(2) The days and hours on and during which intoxicating liquor may be sold or supplied in any licensed premises or club for consumption off the premises shall (subject to the additional restrictions as regards spirits) be restricted and be as follows:—

On Weekdays—

The hours between 12 noon and 2.30 p.m., and between 6 p.m. and 8 p.m.

Except on the days and between the hours aforesaid no person shall—

(*a*) Either by himself or by any servant or agent sell or supply to any person in any licensed premises or club or (except as hereinafter is expressly provided) dispatch therefrom any intoxicating liquor to be consumed off the premises; or

(*b*) Take from any such premises or club any intoxicating liquor; or

(*c*) Permit any person to take from any such premises or club any intoxicating liquor.

The Order, which comes into force on 11th December, also contains the usual additional restrictions as to spirits and prohibits treating, credit and the long pull, and it also contains the provisions as to dilution of spirits and sale of light beer (60 SOLICITORS' JOURNAL, p. 607).

30th November.

Lancashire Cotton Dispute.

A Proclamation.

Whereas by section three of the Munitions of War Act, 1915, as amended by the Munitions of War (Amendment) Act, 1916, it is provided that the differences to which Part I. of the first-mentioned Act applies are differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting munitions work, and also any differences as to rates of wages, hours of work, or otherwise as to terms or conditions of or affecting employment on any other work of any description, if that Part of the Act is applied to such a difference by His Majesty by Proclamation, on the ground that in the opinion of His Majesty the existence or continuance of the difference is directly or indirectly prejudicial to the manufacture, transport, or supply of Munitions of War; and it is also provided that the said Part of the said Act may be so applied to such a difference at any time, whether a lock-out or strike is in existence in connection with the difference to which it is applied or not: Provided that if in the case of any industry the Minister of Munitions is satisfied that effective means exist to secure the settlement without stoppage of any difference arising on work other than on munitions work, no Proclamation shall be made under the said section with respect to any such difference:

And whereas a difference within the meaning of the said section exists between employers and persons employed on the work of card room and blowing room operatives in the Lancashire Cotton Mills as to rates of wages, hours of work, and otherwise as to terms and conditions of or affecting employment on the work carried on by such operatives:

And whereas the Board of Trade have investigated the matter and the Minister of Munitions, having considered the results of the investigation made by the Board of Trade and their representations to him,

is not satisfied that effective means exist to secure the settlement of the said difference without stoppage, being a difference arising on work other than munitions work:

And whereas in Our opinion the existence or continuance of the said difference is directly and indirectly prejudicial to the manufacture, transport, and supply of Munitions of War:

Now, therefore, We, by and with the advice of Our Privy Council, are pleased to proclaim, direct and ordain that Part I. of the Munitions of War Act, 1915, shall apply to the said difference.

5th December.

[The Cardroom Workers' Amalgamation announced in Manchester on 24th November that, as their application for a wages advance had been refused, notice to stop work in the present week would be issued. The Manchester Operative Cotton Spinners dissociated themselves from the threatened strike, admitting that they were debarred by an award of Sir George Askwith in the last dispute from bringing about a strike on the wages question without giving six weeks' notice dating from 1st January next.]

A Proclamation

FOR PROHIBITING THE IMPORTATION OF CERTAIN ARTICLES INTO THE UNITED KINGDOM.

[Recitals.]

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz.:—

Gold, manufactured or unmanufactured, including gold coin and articles consisting partly of or containing gold;

All manufactures of silver other than silver watches and silver watch cases;

Jewellery of any description.

Provided always, and it is hereby declared, that this prohibition shall not apply to—

(*a*) Any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence; or

(*b*) Gold consigned for delivery at, and sale to, the Bank of England.

The Prohibition of Import (No. 11) Proclamation, 1916, is hereby revoked.

This Proclamation may be cited as the Prohibition of Import (No. 12) Proclamation, 1916.

5th December

New North-East Coast Liquor Control Area.

ORDER IN COUNCIL.

[Recitals.]

And whereas it appears to His Majesty to be expedient that the said North-East Coast Area [as defined by the Order in Council of 6th July, 1915, and extended by the Order of 10th November, 1915] should be extended, and that the Petty Sessional Division of Morpeth Ward, in the County of Northumberland, and the Parishes of Roxby, Borrowby, Hinderwell, Ellerby, Mickleby, Ugthorpe, and Newton Mulgrave, in the Petty Sessional Division of Whitby Strand, in the North Riding of the County of York, should be added thereto:

And whereas it appears to His Majesty that it is expedient for the purpose of the successful prosecution of the present War that the sale and supply of intoxicating liquor in the area thereby constituted and defined and specified in the Schedule hereto should be controlled by the State on the grounds that war material is being made, loaded, unloaded, and dealt with in transit therein, and that men belonging to His Majesty's Military Forces are assembled therein:

Now, therefore, &c., it is hereby ordered, as follows:—

The Defence of the Realm (Liquor Control) Regulations, 1915, and any Regulations amending the same, shall be, and are, hereby applied to the area defined and specified in the Schedule hereto.

SCHEDULE.

The North-East Coast Area, being the Area comprising the Cities of Newcastle-upon-Tyne and Durham; the County Boroughs of Tynemouth, Gateshead, South Shields, Sunderland, West Hartlepool, Middlesbrough and Darlington, in the County of Durham; the Borough of Wallsend, and the Petty Sessional Divisions of Bedlingtonshire, East Castle Ward, West Castle Ward, Tindale Ward and Morpeth Ward, in the County of Northumberland; the Borough of Richmond, the Petty Sessional Divisions of Thornaby and Yarm, North Langbaurgh, East Langbaurgh, West Langbaurgh, Greta Bridge, West Gilling, East Gilling, West Hang and East Hang, and the Parishes of Roxby, Borrowby, Hinderwell, Ellerby, Mickleby, Ugthorpe, and Newton Mulgrave, in the Petty Sessional Division of Whitby Strand, in the North Riding of the County of York.

Returns of Brass and Copper.

Ministry of Munitions of War,

1st December, 1916.

The Minister of Munitions, in pursuance of the powers conferred upon him by Regulation 15c of the Defence of the Realm (Consolidation) Regulations, 1914, hereby orders that every person engaged in the production of Brass Rod, Tubing, Sheet and Wire Strip, Stampings, Castings, Billets and Ingots; and Copper Rod and Wire, Tubing, Sheets, Plates, Discs and Ingots, shall furnish to the Director of Materials particulars of his output in such form and at such times as shall from time to time be notified to him by the Director of Materials. The Minister of Munitions further orders that any particulars so furnished shall be verified by the signature of the person required to furnish the same, or where such person is a firm or company by the signature of a Partner, Director or other responsible Officer.

War Material.

ORDER.

Ministry of Munitions of War,

2nd December, 1916.

In pursuance of the powers conferred on him by Regulation 30A of the Defence of the Realm (Consolidation) Regulations, 1914, the Minister of Munitions hereby orders that the War Material to which the Regulation applies shall include War Material of the following classes and descriptions, namely:—

Aluminium and Alloys of Aluminium, unwrought and partly wrought, including ingots, notched bars, slabs, billets, bars, rods, tubes, wire, strand, cable, plates, sheets, circles, strip.

Aluminium Scrap and Swarf, aluminium alloy scrap and remelted aluminium alloy scrap and swarf.

Granulated Aluminium, Aluminium Powder, "bronze," "flake" and "Flitter."

The Order, dated 21st July, 1916, published in the "London Gazette" of the 28th July, 1916, relating to Aluminium and Alloys of Aluminium therein mentioned is hereby cancelled.

Notice.

All applications for a permit in connection with the above Order should be addressed to the Director of Materials, Ministry of Munitions, Armament Buildings, Whitehall Place, S.W.

Defence of the Realm (Liquor Control).

GENERAL ORDER OF THE CENTRAL CONTROL BOARD (LIQUOR TRAFFIC) REGULATING THE SALE AND SUPPLY OF INTOXICATING LIQUOR ON CHRISTMAS DAY IN ENGLAND AND WALES.

We the Central Control Board (Liquor Traffic) in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm hereby make the following General Order:—

Areas to which the Order Applies.

1. This Order applies to all areas or parts of areas situate in England or Wales to which the Defence of the Realm (Liquor Control) Regulations, 1915, have been applied.

Hours during which Intoxicating Liquor May be Sold on Christmas Day.

2. The hours during which intoxicating liquor may (subject to the provisions of Article 3 hereof) be sold and supplied on Christmas Day in licensed premises and clubs whether for consumption on or off the premises shall be as follows:—

(*a*) In such part of the Western Border Area as is situate in England, the hours between 12.30 p.m. and 2.30 p.m. and 6.30 p.m. and 9 p.m. for consumption on the premises, and the hours between 12.30 p.m. and 2.30 p.m. and 6.30 p.m. and 8 p.m. for consumption off the premises.

(*b*) In the Welsh Area and the West Gloucestershire Area, the hours between 12.30 p.m. and 2.30 p.m. and between 6 p.m. and 9 p.m. for consumption on the premises, and the hours between 12.30 p.m. and 2.30 p.m. and between 6 p.m. and 8 p.m. for consumption off the premises.

(*c*) In each of the other areas, the hours during which by the provisions of Article 2 of the Orders of the Board for the said areas such sale or supply for consumption on or off the premises is permitted on Sundays.

And Article 2 of each of the said Orders of the Board shall be read as if the provisions of this Article were inserted therein.

Sale of Spirits for Consumption Off the Premises Prohibited.

3. No spirits to be consumed off the premises shall be sold or supplied in any licensed premises or club to be dispatched or taken therefrom on Christmas Day, and Article 3 of each of the said Orders shall be read as if the provisions of this Article were inserted therein.

Given under the Seal of the Central Control Board (Liquor Traffic) this fourth day of December, 1916.

D'ABERNON,
Chairman.

JOHN PEDDER,
Member of the Board.

Defence of the Realm (Liquor Control).

GENERAL ORDER OF THE CENTRAL CONTROL BOARD (LIQUOR TRAFFIC) FOR RELAXING, IN ENGLAND AND WALES, FOR THE DAYS PRECEDING CHRISTMAS, CERTAIN OF THE RESTRICTIONS IMPOSED UPON THE DISPATCH OF INTOXICATING LIQUOR FROM LICENSED PREMISES.

We the Central Control Board (Liquor Traffic) in pursuance of the powers conferred upon us by the Acts and Regulations relating to the Defence of the Realm hereby make the following General Order :—

Areas to which the Order Applies.

1. This Order shall apply to all areas or parts of areas situate in England or Wales to which the Defence of the Realm (Liquor Control) Regulations, 1915, have been applied.

Duration of the Order.

2. This Order shall be in force on the 18th, 19th, 20th, 21st, 22nd, and 23rd days of December, 1916.

Effect of Order.

3. During such time as this Order is in force the provisions of the Article entitled "Saving Provisions" in the Orders of the Board for the aforesaid areas authorizing the dispatch from licensed premises in the forenoon of intoxicating liquor for delivery at a place more than five miles distant shall apply to the dispatch of such liquor for delivery at any place notwithstanding that the same be not more than five miles distant : Provided always that nothing herein shall be deemed to authorize the dispatch of spirits on Saturday, the 23rd day of December.

Other Provisions of the Order to Remain in Force.

4. Save as by this Order expressly provided, the provisions of each of the said Orders shall remain in full force.

Given under the Seal of the Central Control Board (Liquor Traffic) this fourth day of December, 1916.

D'ABERNON,
Chairman.

JOHN PEDDER,
Member of the Board.

Supreme Court, England.

Lord Chancellor's Office, House of Lords, 5th December, 1916.

PROCEDURE.

THE RULES OF THE SUPREME COURT (COSTS), 1916. DATED FIFTH DAY OF DECEMBER, 1916.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. Clauses Nos. 106 and 107 of Appendix N of the Rules of the Supreme Court, 1883, shall be amended by increasing the charges specified in Clause No. 106 from 1s. 3d. to 1s. 4½d., and those specified in Clause No. 107 from 1d. to 1½d.

2. During the continuance of the present war and for a period of six months thereafter the charges specified in Clause No. 106 shall be further increased from 1s. 4½d. to 1s. 5½d.

3. Order 66, Rule 7c, shall be amended by increasing the payments therein specified to 1d. for every copy.

4. Where any account or charge to which these Rules apply shall result in a fraction of 1d. in the total, the said fraction shall be reckoned as 1d.

5. These Rules may be cited as the Rules of the Supreme Court (Costs) 1916.

And we, the said Rule Committee, hereby certify under the Rules Publication Act, 1893, that on account of urgency the said Rules should come into immediate operation, and we hereby make the said Rules to come into operation forthwith as Provisional Rules.

Dated the fifth day of December, 1916.

BUCKMASTER, C.
READING, C.J.
COZENS-HARDY, M.R.
S. T. EVANS, P.
W. PICKFORD, L.J.
T. E. SCRUTTON, L.J.
R. M. BRAY, J.
CHAS. H. SARGANT, J.
P. OGDEN LAWRENCE.
WM. H. WINTERBOTHAM.
C. H. MORTON.

New Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914 :—

1. After regulation 2K the following regulation shall be inserted :—

"2L.—(1) Where the Board of Agriculture and Fisheries are of opinion that, with a view to maintaining the food supply of the country, it is expedient that they should exercise the powers given to them under this regulation as respects any land, the Board may enter on the land

(*a*) without any consent, if the land is for the time being unoccupied, or was unoccupied on the twenty-ninth day of November, nineteen hundred and sixteen, or if the land is common land, and

(*b*) in any other case, with the consent of the occupier and the person in receipt of the rent of the land,

and cultivate the land, or arrange for its cultivation by any person either under a contract of tenancy or otherwise.

"(2) The Board may after entry on any land do or authorize to be done all things which they consider necessary or desirable for the purpose of the cultivation of the land or for adapting the land to cultivation, including fencing, and may also during their occupation of the land or on the termination thereof remove any such fencing or work of adaptation.

"(3) Any person who cultivates land under any such arrangement shall, on the determination, by or on behalf of the Board, of the arrangement, if the determination takes effect before the first day of January, nineteen hundred and eighteen, receive from the Board such compensation as may have been agreed under the terms of the arrangement, or, in default of any such agreement, as the Board may consider just and reasonable, and shall not be entitled to any other compensation.

"(4) On the determination of the occupation of any land by the Board under this Regulation, compensation shall be paid by the Board to any person injuriously affected by any deterioration of the land caused by the exercise of the powers under this regulation, the amount of that compensation to be determined, in default of agreement, by a single arbitrator under and in accordance with the provisions of the Second Schedule to the Agricultural Holdings Act, 1908.

"(5) The Board may with respect to any land authorize any local authority to exercise on behalf of the Board any of the powers of the Board under this regulation.

"(6) In this regulation the expressions 'occupied' and 'unoccupied' in this regulation refer to such occupation as involves liability to payment of poor rates, and the expression 'common land' includes any land subject to be enclosed under the Inclosure Acts, 1845 to 1882, and any town or village green and any other land subject to any right of common.

"(7) This regulation (except the last preceding subsection) shall apply to Scotland with the substitution of the Board of Agriculture for Scotland for the Board of Agriculture and Fisheries, of arbiter for arbitrator, and of the Agricultural Holdings (Scotland) Act, 1908, for the Agricultural Holdings Act, 1908; and as regards Scotland 'unoccupied land' shall mean land in respect of which no person was entered as tenant or occupier in the valuation roll for the year ending on the fifteenth day of May, nineteen hundred and seventeen."

2. At end of Regulation 9c the following proviso shall be inserted :—

"Provided that it shall be lawful for His Majesty, in lieu of appointing such other day to be a Bank Holiday or public holiday, by Proclamation to direct that all or any classes of employees who have been deprived in consequence of any Proclamation issued under the said Act or this regulation of a holiday to which they were by statute or agreement entitled or which they have been accustomed to receive, shall, subject to any exceptions and conditions that may be contained in the Proclamation, be given an equivalent holiday on such day or within such period as may be specified in the Proclamation, and any employer failing to comply with the provisions of any such Proclamation shall be guilty of a summary offence against these regulations."

3. The following regulation shall be substituted for Regulation 30E :—

"30E. A person shall not melt down, break up, or use otherwise than as currency, any gold coin which is for the time being current in the United Kingdom or in any British possession or foreign country; and if any person acts in contravention of this regulation he shall be guilty of a summary offence against these regulations.

"If any person contravenes or fails to comply with any directions in an order made under this regulation he shall be guilty of a summary offence against these regulations."

4. In regulation 39, after the words "specified in the order" there shall be inserted the words "for enabling the competent naval or military authority to direct that in the case of any particular vessel pilotage is compulsory."

In the same regulation, after the words "payment of pilots" there shall be inserted the words "Where under this regulation pilotage is compulsory in respect of any vessel it shall be obligatory for the vessel to obtain the services either of a pilot authorized for the purpose by the Admiralty, or, within the limits of any specially defined pilotage district, of a pilot licensed by the pilotage authority of the district, or, without such limits, of a pilot holding a deep sea licence or certificate."

5. The following regulation shall be substituted for Regulation 40B :—

"40B.—(1) If any person sells, gives, procures, or supplies, or offers to sell, give, procure, or supply, cocaine to or for any person, other than an authorized person, in the United Kingdom, he shall be guilty

of a summary offence against these regulations unless he proves that the following conditions have been complied with:—

(*a*) the cocaine must be supplied on and in accordance with a written prescription of a duly qualified medical practitioner and dispensed by a person legally authorized to dispense such prescription:

(*b*) the prescription must be dated and signed by the medical practitioner with his full name and address and qualifications, and marked with the words 'Not to be repeated,' and must specify the total amount of cocaine to be supplied on the prescription, except that, where the medicine to be supplied on the prescription is a proprietary medicine, it shall be sufficient to state the amount of the medicine to be supplied:

(*c*) cocaine shall not be supplied more than once on the same prescription except in pursuance of fresh directions duly endorsed on the prescription by the medical practitioner by whom it was originally issued, and signed with his name in full, and dated:

(*d*) the name of the person, firm, or body corporate, dispensing the prescription, the address of the premises at which and the date on which it is dispensed, must be marked on the prescription:

(*e*) the ingredients of the prescriptions so dispensed, with the name and address of the person to whom it is sold or delivered, shall be entered in a book specially set apart for this sole purpose and kept on the premises where the prescription is dispensed, which book shall be open to inspection by any person authorized for the purpose by a Secretary of State.

"(2) If any medical practitioner gives a prescription for the supply of cocaine otherwise than in accordance with the foregoing provisions he shall be guilty of a summary offence against these regulations.

"(3) If any person manufactures, or carries on any process in the manufacture of, cocaine, without a licence from a Secretary of State, or otherwise than in accordance with any conditions attached to the licence, he shall be guilty of a summary offence against these regulations.

"(4) If any person, other than an authorized person or a person licensed to import or to manufacture cocaine, has in his possession any cocaine, he shall be guilty of a summary offence against these regulations unless he proves that the cocaine was supplied on and in accordance with such a prescription as aforesaid.

"(5) If any person sells any article into the composition of which cocaine enters, in a package or bottle which has not plainly marked on it the amount and percentage of cocaine in the article, he shall be guilty of a summary offence against these regulations.

"(6) If any person sells, gives, procures, or supplies, or offers to sell, give, procure, or supply, opium to or for any person, other than an authorized person, in the United Kingdom, or if any person, not being an authorized person or a person licensed to import opium, has any opium in his possession, he shall be guilty of a summary offence against these regulations.

"(7) If any person prepares opium for smoking, or deals in or has in his possession any opium so prepared, he shall be guilty of a summary offence against these regulations.

"(8) Every person who deals in cocaine or opium shall keep a record, in such form as may be prescribed by a Secretary of State, of all dealings in cocaine or opium effected by him (including sales to persons outside the United Kingdom), and if he fails to do so he shall be guilty of a summary offence against these regulations; every such record shall be open to inspection by any person authorized for the purpose by a Secretary of State.

"(9) If any person holding a general or special permit from a Secretary of State to purchase or to be in possession of any drug to which this regulation applies fails to comply with any of the conditions subject to which the permit is granted, he shall be guilty of a summary offence against these regulations.

"(10) If any authorized person is convicted of any offence under this regulation or under any proclamation regulating the import or export of cocaine or opium, a Secretary of State may direct that he shall cease to be an authorized person for the purposes of this regulation.

"(11) For the purposes of this regulation—

The expression 'authorized person' means a duly qualified practitioner, a registered dentist, a registered veterinary surgeon, a person, firm or body corporate carrying on the retail business of a chemist and druggist under and in accordance with the provisions of the Pharmacy Act, 1868, as amended by the Poisons and Pharmacy Act, 1908, a person carrying on such business in Ireland under and in accordance with the provisions of the Pharmacy Act (Ireland), 1875, as amended by the Pharmacy Act (Ireland) (1875) Amendment Act, 1890, a licentiate of the Apothecaries' Hall in Ireland, or a person holding a general or special permit from a Secretary of State to purchase or to be in possession of the drug in question;

The expression 'cocaine' includes all preparations, salts, derivatives, or admixtures prepared therefrom or therewith and containing 0·1 per cent. (one part in a thousand) or more of the drug, or any solid or liquid extract of the coca leaf containing 0·1 per cent. or more of the drug;

The expression 'opium' means raw opium or powdered or granulated opium;

Cocaine or opium in the order or disposition of any person shall be deemed to be in his possession."

6. After regulation 45B, the following regulation shall be inserted:—

"45C. The Army Council may require any person who holds, or in respect of whom an application has been made for, a certificate of exemption from military service under the Military Service Acts, 1916, or otherwise, or any person who having held such a certificate is not for the time being liable to be called up for service with the colours, to present himself for medical examination, if such person has not already been examined by a medical board, and, in accordance with the instructions of the Army Council for the time being in force, placed in a medical category.

If any person fails to comply with any requirement under this regulation, he shall be guilty of a summary offence against these regulations."

7. After Regulation 53A the following regulation shall be inserted:—

"53B. For the purpose of testing the accuracy of any information given in pursuance of the Munitions of War Acts, 1915 and 1916, to the Minister of Munitions by the owner of any establishment with respect to persons employed in the establishment, or of obtaining information in any case where such information is not given as and when so required in pursuance of those Acts, or for the purpose of testing the accuracy of any record, register, list, statement, particulars, or information required to be kept, made or given in pursuance of Regulation 41A, it shall be lawful for the competent naval or military authority or any person duly authorized by him to enter any premises belonging to or in the occupation of the person giving, or who has failed to give, the information, and to carry out such inspections and examinations (including the inspection and examination of books) on the premises as he may consider necessary for any of the purposes aforesaid.

"If any person obstructs or impedes any person in the exercise of any of his powers under this regulation, or refuses to answer or gives a false answer to any question or refuses or fails to produce any books or documents required for the purposes of this regulation, that person shall be guilty of a summary offence against these regulations."

Dec. 5.

Insurance of Russian Flax and Tow.

NOTICE OF GENERAL PERMIT FOR THE INSURANCE OF CERTAIN CLASSES OF RUSSIAN FLAX AND TOW CONSOLIDATING AND AMENDING THE NOTICE OF 23RD MAY, 1916.

War Office,
6th December, 1916.

Whereas by Orders published in the London Gazette on 28th January, 1916, and 21st March, 1916, respectively, the Army Council, in pursuance of the powers conferred on them by Regulation 30A of the Defence of the Realm (Consolidation) Regulations, 1914, applied such Regulation to certain War material, to wit Russian Flax and Tow:

And whereas by Notice of General Permit in the London Gazette on 23rd May, 1916 [60 SOLICITORS' JOURNAL, p. 515], the Army Council gave notice that they authorized and permitted the insurance of Russian Flax or Tow purchased or sold before the 21st March, 1916:

And whereas the Army Council deem it desirable that the insurance of all Russian Flax or Tow whenever purchased or sold should be permitted:

Now, therefore, the Army Council give notice that they hereby authorize and permit the insurance of all Russian Flax or Tow whenever purchased or sold.

By Order of the Army Council,
R. H. Brade.

Regulation of Meals.

BOARD OF TRADE ORDER.

The Board of Trade have made an Order under the Defence of the Realm Regulations, the operative provisions of which are as follows:—

(*a*) Except with the express authority of the Board of Trade, no

articles of food shall be served by or consumed in any inn, hotel, restaurant, refreshment house, boarding house, club, mess, canteen, hall, or any other place of public eating in the form of or as part of a meal consisting of more than three courses if the meal begins between the hours of 6 p.m. and 9.30 p.m., or of more than two courses if the meal begins at any other time.

For the purpose of this provision plain cheese shall not be regarded as a course, and hors d'œuvre (not containing any preserved or freshly cooked fish, meat, poultry, or game), dessert (consisting only of raw and dried fruit), and soup prepared in the ordinary way which does not contain any meat, poultry, or game in a solid form, shall each be computed as half a course.

(*b*) Any person acting in contravention of the above recited provision as applied by this Order is guilty of a summary offence against the Defence of the Realm Regulations.

(*c*) (i.) This Order may be cited as the Regulation of Meals Order, 1916.

(ii.) This Order shall apply to the United Kingdom of Great Britain and Ireland.

(iii.) This Order shall not come into force until 18th day of December, 1916.

Billeting and Food Prices.

A new Army Order states that the rates for billeting men under sections 106 and 108A of the Army Act have been revised, with effect from 1st December last inclusive. The daily rates under Class I. now payable for soldiers will be as follows:—

	To keeper of victualling house.	Other than keeper of victualling house.
Lodging with attendance and full subsistence as defined by regulation. Full daily rate payable for each soldier	2s. 6d.	2s. 9d. for one soldier, 2s. 6d. for each additional soldier.
Component items for payment when the full daily rate is not applicable:		
Lodging and attendance	6d.	9d. for one soldier, 6d. for each additional soldier.
Breakfast as specified by regulation	6d.	6d.
Dinner as so specified	1s. 2d.	1s. 2d.
Supper as so specified	4d.	4d.

The previous full daily rates, as revised from 1st September, 1915, were respectively 2s. 3d. and 2s. 6d. (with 2s. 3d. for each additional soldier). Breakfast was 5d., dinner 1s. 1d., and supper 3d., while the price of lodging and attendance was the same.

Societies.

The Belgian Lawyers Relief Fund.

Donations previously acknowledged	£2,276	18	5
L. F. Everest, Esq.	2	2	0
Frederick Fuller, Esq.	0	10	6

General Council of the Bar.

The Council have appointed Mr. G. F. Hohler, K.C., M.P., Mr. C. J. Mathew, K.C., Mr. Charles E. Dyer, and Hon. Malcolm Macnaghten to fill the vacancies caused respectively by the death of Mr. Elliott, K.C., the appointments of Mr. Felix Cassell, K.C., M.P., to be Judge Advocate-General, and of Mr. H. A. McCardie to be a Judge of the High Court; and the resignation of Mr. Theobald Mathew.

Coventry and District Law Society.

At a meeting of the members of the above Society, held on the 29th ult., the difficulties confronting articled clerks on returning to civil life after long service in connection with the present war were considered, and the following resolution, previously recommended by the Executive Committee, was unanimously passed, viz.:—

"That the Council of the Law Society be asked to consider the desirability of obtaining powers (1) to procure in suitable cases the admission as solicitors of articled clerks who have been in the Army during the present war, and who have been prevented by military service from sitting for the final examination, and (2) to allow articled clerks who have been so prevented from sitting for the intermediate examination to be freed therefrom."

Goods Cast Ashore from Wrecks.

In reference to our observations, *ante* p. 95, the following is of interest:—

On the 30th ult., says the *Berwick Advertiser*, at the Berwick Borough Sessions, George Wood, Spittal, carpenter, was charged with having, on Wednesday, 22nd November, carried away a yellow copper bolt, being part of stranded wreck on the coast. He pleaded guilty.

Mr. P. M. Henderson, solicitor, who appeared for Mr. Adam Logan, Lloyd's agent, and the Swedish Consul, said he wished to point out the salient facts. As their honours would recollect, Sunday, 19th November, was one of the stormiest days experienced. There were three wrecks in the district—two in the vicinity of Goswick. Mr. Logan's son was engaged in relieving the wrecked crews. He saw a barque drifting on the sands. It became a total wreck, and the crew were latterly huddled together on one of the masts. The timber as well as the cargo were washed ashore. On the following days the timber drifted northwards, a large quantity being deposited on Spittal beach. Sergeant McRobb warned the inhabitants not to touch the wreckage, but this was disregarded. The proceedings were not taken with any vindictive purpose, but this was not a time when the people of this country should plunder wrecks belonging to friendly nations, and they did not require acts of theft to add to the existing difficulties. This was an offence under the Larceny Act, but the prosecution had contented themselves by taking this case under the milder section of the Merchant Shipping Act. The warning given by the police, Receiver of Wrecks, and the Customs Authorities must be attended to. They could not have the example of the Huns copied from the other side of the Channel, where they went in for plundering and ravaging whatever came ashore. The copper bolt was valued at 5s.

Evidence in support of the charge was given by Mr. Robert Logan, Mr. Adam Logan, and Police-sergeant McRobb. The latter stated that the defendant, on being charged, replied that he did not think he was doing any harm, and that he had taken the article to make a soldering bolt. The people of Spittal turned out like a flock of sheep and plundered the wreck wholesale. This was done despite repeated warnings, and some actually asserted that the police had no business to protect such wreckage.

The Chief Constable said that the police were certainly entrusted with looking after all flotsam and jetsam.

The Mayor said that the fine would be one of £1 with £1 6s. for costs, and he hoped the public would take warning from this prosecution.

Women in the Law Courts.

A woman correspondent of the *Times* (1st inst.) writes:—

The statement made by Lord Buckmaster in the House of Lords in regard to the introduction of women into the Law Courts to release men has aroused considerable interest.

Inquiries made yesterday shewed that about sixty women have been employed in the different divisions, and everywhere there was nothing but the highest praise for their work. In the central offices women are being trained to do the work of clerks who have joined the Army; they are making entries of legal documents in cause books and books open to the public search, and similar work of a technical nature. Six women typists have been engaged in the Scriveners' Office, but only for such ordinary work as shorthand and typewriting; engrossing is still being done, as typewriting lacks permanence as a record and is also open to facility for forgery. The engrossers, however, are all elderly men.

In the Admiralty Division the marshal was very enthusiastic about the work of the ten women there. In the Prize Department their work is very varied; they keep the ledgers and look after the premiums of insurance payable on prizes. Others do ordinary typewriting and shorthand, and in most cases they receive the same salary as the men they replace. Their engagement is stated to be only temporary, but in at

least one office it is hoped that the change may be a permanent one. Great care is taken in their selection, which is partly the secret of their success.

While the women employed in our courts are only on simple duties, it is interesting to note that in the current "Law Almanac for Australia" may be found the name of Miss Nancy Isaacs as associate to her father, Mr. Justice Isaacs, of the High Courts of Australia, with a salary of £300 a year, and Miss Mary Gavan Duffy, with a similar salary, as associate to her father, also a judge in the High Courts. Both these ladies are barristers, but the appointment of Miss Isaacs—the first of the kind ever made—caused much consternation among the male members of the Bar, who regarded such posts as their special prerogative.

The salary is, of course, not the only emolument received; it is the custom in the Australian courts for full official shorthand notes to be taken in every case, and the associate receives at the rate of 2d. a folio for all carbon copies (taken by the clerks) from persons desiring them. It is usual in *nisi prius* cases for the position of associate to be worth, including these fees, over £800 a year.

Obituary.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain William Elmhirst.

Captain WILLIAM ELMHIRST, East Yorkshire Regiment, was reported "missing, believed killed," and later "presumed killed" on 13th November, aged twenty-four. He was the eldest son of the Rev. W. H. Elmhirst, of Elmhirst, Barnsley, and was educated at Stancliffe Hall and Malvern College, taking a scholarship from the latter to Worcester College, Oxford, where he gained honours in law. He volunteered, in 1914, from the office of Messrs. Brown and Elmhirst, solicitors, York, where he was articled. His commanding officer writes:—"He was a universal favourite both with officers and men. I looked upon him as one of the best young officers in the battalion. . . . He always took such an interest in his work, was so keen, and nothing was ever too much trouble for him to do and do thoroughly." He was last seen rallying his men close up to the German position. His brother Second Lieutenant E. C. Elmhirst, was killed at Suvla Bay on 12th August, 1915.

Second Lieutenant Henry P. Weber.

SECOND LIEUTENANT HENRY PERCY WEBER, Royal Lancaster Regiment, who was killed on 16th November, was the youngest son of the late Arthur Weber, of Georgetown, British Guiana, and of Mrs. Weber. He was educated at Lancing College, and in 1909 was called to the Bar at Gray's Inn. On the outbreak of war he relinquished the appointment of Acting Resident Magistrate at Essequibo, British Guiana, and came to England in charge of the Demerara Section of the 1st British West Indian Contingent. On 23th December, 1915, he obtained a commission in the Royal Lancaster Regiment.

Major Gant, of Willow Hurst, Chiddingly, Sussex, has just celebrated his 100th birthday. We was formerly a solicitor in London and is a Freeman of the City. His father was Lieut.-Col. Gant, formerly Deputy-Governor of the Tower of London.

Legal News.

Changes in Partnerships.

Dissolutions.

PERCIVAL JOHN ASHTON and JAMES ALFRED MELROSE SPICE, solicitors (Johnson, Ashton & Spice), 37, Walbrook, in the city of London. 24th November, 1916. In future such business will be carried on by the said Percival John Ashton, under the present style or firm of Johnson, Ashton & Spice. *Gazette*, Dec. 1.

WALTER SILVESTER GARDNER and ERNEST CHURCHER HOVENDEN, solicitors (Gardner & Hovenden), 12, Charterhouse-square, in the county of London. 30th June, 1914. *Gazette*, Dec. 1.

Information Required

EDWARD AUGUSTUS CARTER.—Any solicitor or other person holding a Will of the late Edward Augustus Carter, of "Glencoe," 49, Stanhope-street, Hereford, retired Major, who died on 26th November, 1916, or who has drawn or witnessed any testamentary document for him, is requested to communicate at once with BURTON YEATES & HART, 23, Surrey-street, Strand, London, W.C.

HARRY CLARK, Deceased.—Anyone having a Will of the deceased, late of "Sidlaw," Canning-road, Croydon, or able to give information as to a Will, is requested to communicate with Messrs. COLLYER-BRISTOW & Co., solicitors, 4, Bedford-row, London, W.C.

CAPTAIN HENRY HARVEY WHITING (Royal Welsh Fusiliers, retired), Deceased.—Any solicitor or other person aware of the existence of a Will of above deceased, late of 2, Ryder-street, St. James', S.W., is requested to communicate with Messrs. BUDD, JOHNSON & JECKS, solicitors, 24, Austin-friars, London, E.C.

General.

Private Archibald Fenner Brockway, who was tried by court-martial at Chester Castle on Saturday, on a charge of refusing to obey an order to undress for medical examination, has been sentenced to 112 days' imprisonment with hard labour.

Six conscientious objectors who have been working under the Home Office Committee at Wakefield have abandoned work on the ground that it compromises their opposition to militarism. They have been arrested and taken to Armley Goal, Leeds, to serve the remainder of their original sentences. Among them are several of the men who were sentenced to death in France, and whose sentences were afterwards commuted to ten years' penal servitude.

In the House of Commons on Monday Lord R. Cecil, invited by Sir H. Dalziel to state the terms and obligations entered into by Dutch merchants with the Netherlands Overseas Trust on condition of obtaining import licences, said:—There are different forms of contract and guarantee required by the Netherlands Overseas Trust of Dutch importers before permission to import is given. These vary according to the nature and value of the goods to be imported and the circumstances of the import. Generally speaking, it may be said that the following obligations have to be undertaken by the importer:—To deposit either securities with the trust or a money guarantee with a bank; to ship the goods by a steamship company which has subscribed to the Netherlands Overseas Trust conditions; that the goods and products manufactured therefrom are destined exclusively for use in Holland or for such re-export as is authorized by the trust; that the importer or buyer has a direct interest in the goods and is not a forwarding agent, nor an agent of a belligerent Government; and

generally that all conditions imposed by the trust as regards delivery and disposal of the goods are observed. Sir H. Dalziel asked whether a firm importing did not enter into an obligation not to export goods to Germany. Lord R. Cecil: Yes, sir. Sir G. Younger asked what means were taken to secure that the obligation was carried out. Lord R. Cecil: The execution of the matter is left in the hands of the trust, but we have every reason to believe, after very repeated inquiries, that the trust carries out their obligations to the full.

At Westminster County Court on Tuesday Judge Woodfall give his reserved judgment in the claim for nominal damages brought against Messrs. Dents, watchmakers, by Mr. F. A. Horner, solicitors' managing clerk, of Westcliff. The plaintiff took a gold hunter watch to the defendants' shop in Cornhill to be repaired. The manager discovered that, although the name of Dent was engraved on the watch, it was not of their manufacture. The plaintiff was informed that the firm would remove the name and return the watch, but he objected. The defendants, however, did remove the name, which the plaintiff submitted they were not entitled to do without an order from the Chancery Division. His Honour upheld the plaintiff's contention and gave judgment for 5s. nominal damages. The defendants were given leave to appeal.

The Property Mart

Forthcoming Auction Sale.

December 12.—FREDK. WARMAN, at the Mart, at 2: Freehold Ground Rents (see advertisement page, bi, this week).

Result of Sale.

POLICIES OF ASSURANCE, STOCKS AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual periodical sale of these interests at the Mart, E.C., on Thursday last, with the following result:

1,600 SHARES £1 each ASHBY, WARNER & CO. (LTD.)	Sold
200 SHARES £10 each BUSHELL, WATKINS & SMITH (LTD.) ..	Sold
£42 5 P.C. CONSOLIDATED ORDINARY STOCK SUTTON GAS CO. ..	Sold
POLICY OF ASSURANCE for £5,000	Sold
Do. do. for £1,000	Sold

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday Dec. 11	Mr. Goldschmidt	Mr. Greswell	Mr. Leach	Mr. Farmer
Tuesday 12	Borrer	Bloxam	Goldschmidt	Synge
Wednesday .. 13	Leach	Jolly	Church	Bloxam
Thursday 14	Church	Borrer	Greswell	Goldschmidt
Friday 15	Synge	Goldschmidt	Jolly	Leach
Saturday 16	Farmer	Leach	Borrer	Church

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday Dec. 11	Mr. Church	Mr. Borrer	Mr. Jolly	Mr. Bloxam
Tuesday 12	Farmer	Leach	Greswell	Jolly
Wednesday .. 13	Goldschmidt	Greswell	Borrer	Synge
Thursday 14	Leach	Jolly	Synge	Farmer
Friday 15	Borrer	Bloxam	Farmer	Church
Saturday 16	Greswell	Synge	Bloxam	Goldschmidt

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 24.

BASFORD LACE MANUFACTURING CO, LTD.—Creditors are required, on or before Dec. 26, to send their names and addresses, and the particulars of their debts or claims, to Arthur Durose, Liquidator.

COMBINED CINEMA COLISEUMS, LTD.—Creditors are required, on or before Dec. 11, to send in their names and addresses, with particulars of their debts or claims, to Edward Charles Saphio, 117, Vauxhall Bridge rd, liquidator.

MANCHESTER HAYTI SHIPPING CO, LTD.—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Selim Abouchb, 11, Peter st, Manchester, liquidator

PENZANCE MOTOR HAULAGE CO, LTD.—Creditors are required, on or before Dec 19, to send in their names and addresses, and particulars of their debts or claims, to Alfred James Perton Whitaker, Tregeuna Hill, St Ives, Cornwall, liquidator.

TRANSATLANTIC OIL CO, LTD.—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to H. T. Ledsam, 18, Waterloo st, Birmingham, liquidator.

VALENTINE'S (LONDON), LTD.—Creditors are required, on or or before Dec 30, to send particulars, in writing, of such debts, claims and demands, to V. H. Wood, 16, Harp la, liquidator.

UNLIMITED IN CHANCERY.

CHRISTIAN ELIOT.—Creditors are required, on or before Dec. 15, to send their names and addresses, and the particulars of their debts or claims, to William Henry Peat, 11, Ironmonger la, liquidator.

TYLDESLEY CRICKET AND TENNIS CLUB.—Creditors are required, on or before Dec16, to send their names and addresses, and the particulars of their debts or claims to C. Maurice Taberner, 14, Upper George st, Tyldesley, nr Manchester.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov 28.

ABERTILLERY (1913) ELECTRIC THEATRE, LTD.—Creditors, are required, on or before Dec 16, to send in their names and addresses with particulars of their debts or claims, to Arthur Jorwerth Clark, Bank chmbrs, Bargoed, liquidator.

ANGLO-INDIAN MANUFACTURING CO, LTD.—Creditors are required, on or before Jan 6, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Archibald Yearsley, 27, Brazennose st, Manchester, liquidator.

COLVILLE MOTOR WORKS, LTD. (IN LIQUIDATION.)—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts and claims, to Mr. Guy M. Cantrey, 40, Chiswick Common rd, Chiswick, liquidator.

FRYER BROTHERS, LTD.—Creditors are required, on or before Dec 30, to send in their names and addresses, with particulars of their debts or claims, to Ernest Smith, Grimshaw rd, Burnley, liquidator.

HOLME HILL BRICK & TILE CO, LTD.—Creditors who have not previously given notice of their claims must send particulars thereof on or before Dec 20, to the liquidator, Arthur A. Reeves, Court chmbrs, Town Hall sq, Grimsby.

PREMIER CORK-SEAL CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims to John Paxton Clarkson, 16, Devonshire sq, liquidator.

WESTGATE MOTOR CO, LTD.—Creditors are required, on or before Dec 18, to send names and addresses, and the particulars of their debts or claims, to A. Ivy White, 16A, Market pl, Grantham, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Dec. 1.

BACHELET FLYING TRAIN SYNDICATE, LTD.—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Peat, Kt, 11, Ironmonger la, liquidator.

BACHELET LEVITATED RAILWAY SYNDICATE, LTD.—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Peat, Kt. 11, Ironmonger la, liquidator.

BACHELET SHIPBUILDING, ENGINEERING & ORDNANCE CO, LTD.—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Peat, Kt, 11, Ironmonger la, liquidator.

BACHELET SHUTTLE AND LOOM CO, LTD.—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to Sir William Barclay Peat, Kt, 11, Ironmonger la, liquidator.

FRED WILKINS & BROTHER, LTD.—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Louis Nicholas, 19, Castle st, Liverpool, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 5.

ARTHUR BALFOUR STEAM SHIP CO, LTD.—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to John Collingwood Fortune, 36, Church st, West Hartlepool, liquidator

HEYWOOD AND CO. (ROYTON) LTD.—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to Ernest Turner, Prudential chmbrs, South pr, Rochdale, liquidator.

LONDON & NORTHERN STEAMSHIP CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to T. E. Watson or F. W. Lawson, 57, Bishopsgate, joint liquidators.

PORT OF BLYTH STEAM FISHING & ICE CO, LTD.—Creditors are required, on or before Dec. 20, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank chmbrs, Parliament st, Hull, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 24.

Fraser Street Manufacturing Co. Ltd.,
United Supplies, Ltd.
Inter-Californian Trust, Ltd.
Lincolnshire Newspaper and General Printing Co, Ltd.
Natal Steam Coal Co, Ltd.
Harrison, Son & Hague, Ltd.
Southern Syndicate, Ltd.
National Road Traffic Co, Ltd.
Manchester Hayti Shipping Co, Ltd.
Fred Steamship Co, Ltd.
Thomas Arnold & Sons, Ltd.
Charles Hamilton & Co, Ltd.
Valentine's (London), Ltd.
Proctor's Garage, Ltd.

London Gazette.—TUESDAY, Nov. 28.

Eure a Picture Palace Co, Ltd.
Copsewood, Ltd.
Omnifilm Co, Ltd.
Halifax Wholesale Drug Co, Ltd.
Elite Restaurants, Ltd.
John Cable, Ltd.
Exploration Company of England & Mexico, Ltd.
Newport Freehold Land Co, Ltd.
Scholastic Supply Co, Leicester, Ltd.
London Trunk Co, Ltd.
Millbank Trading Co, Ltd.

London Gazette.—FRIDAY, Dec. 1.

Leslie Allen & Co, Ltd.
Adams & Cartlidge (1915) Ltd.
Cawood Gas Light & Coke Co, Ltd.
Victoria Proprietary (1913), Ltd.
City of London Watch & Clock Co, Ltd.
South Shore Tennis and Croquet Club, Ltd.
"Dac" Accumulator Syndicate, Ltd.
Maywood Steam Ship Co, Ltd.
Budleigh Salterton Public Room Co, Ltd.
New Patagonia Meat & Cold Storage Co, Ltd.
"Moel Tryvan" Ship Co, Ltd.
Legal & Medical Cafe Co, Ltd.
Dunkbridge Steam Shipping Co, Ltd.

London Gazette.—TUESDAY, Dec. 5.

Birmingham Hygienic Laundries Co, Ltd.
Port of Blyth Steam Fishing & Ice Co, Ltd.
Hill's Hotels, Ltd.
Wellington Coal & Tilery Co, Ltd.
W. Randle & Co, Ltd.
Sunshine Trading Co, Ltd.
Leicestershire Dairy & Farm Produce & General Supply Co, Ltd.
London & Northern Steamship Co, Ltd.
Sykes & Co (Brearley), Ltd.
Arthur Balfour Steam Ship Co, Ltd.